

II. FISCAL IMPACT ANALYSIS

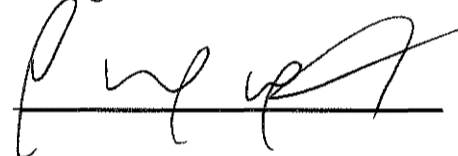
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	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

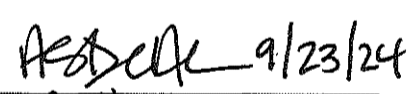
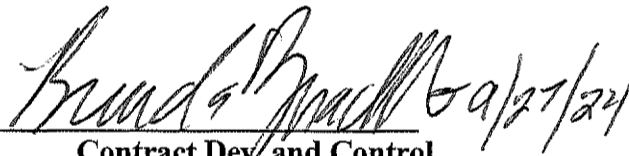
Budget Account No.: Fund 1455 Dept 710 Unit 7015 Object 8201
 Reporting Category _____

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

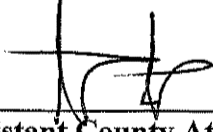
C. Department Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 
 OFMB Contract Dev. and Control
 CB 9/25 midms. 9/27/24

B. Approved as to form and Legal Sufficiency:


 Assistant County Attorney Eric L. Holman 9/30/24

C. Approved as to Terms and Conditions:

 Department Director

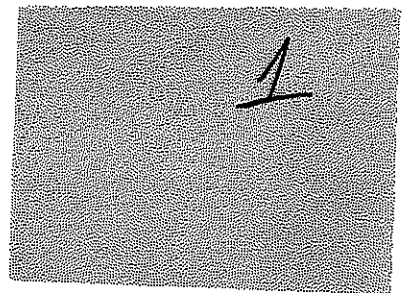
This summary is not to be used as a basis for payment.

(Continued from page 1)

Council Approved Recommended Funding	Score	2025 Grant Amount
Level 1 – 10% of Operating Revenue up to \$500,000		
Spady Cultural Heritage Museum, Inc.	93.33	\$129,766
Level 2 – Revenues between \$500,000 and \$1,174,999		
Boca Ballet Theatre Company	88.00	\$131,014
Lighthouse ArtCenter, Inc.	92.67	\$137,961
Boca Raton Philharmonic Symphonia, Inc.	91.00	\$135,480
Ballet Palm Beach, Inc	88.00	\$131,014
Ann Norton Sculpture Gardens, Inc.	85.67	\$127,540
The Lake Worth Playhouse, Inc.	90.33	\$134,488
Young Singers of the Palm Beaches, Inc.	93.67	\$139,450
Mandel Jewish Community Center of the Palm Beaches, Inc.	91.67	\$136,473
Centre for the Arts at Mizner Park, Inc.	89.00	\$132,503
The Chamber Music Society of Palm Beach, Inc.	93.33	\$138,954
The Historical Society of Palm Beach County	88.67	\$132,006

Grand Total (12)

\$1,606,649



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024, 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 Beach, FL 33401

Attention: Frances Fisher

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** **\$127,540**

1.3 **PROJECT DESCRIPTION (Project):** As provided in **Exhibit "A"**, attached hereto.

1.4 **PROJECT BUDGET:** As provided in **Exhibit "B"**, attached hereto.

1.5 **REPORTING SCHEDULE:** Interim report due 4/15/25

Final report due 10/31/25

1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 **EXPENDITURE DEADLINE:** **Final Reimbursement Request due to COUNTY September 8, 2025**

1.8 **GRANT PERIOD:** **October 1, 2024 through September 30, 2025**

1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit "C"** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as Exhibit "A" and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached Exhibit "C". No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

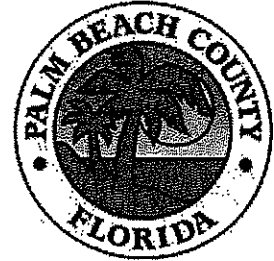
2.9 **CREDITS:** The GRANTEE must include the following credit designations for the agency managing their grant (Cultural Council of Palm Beach County), the funding source (Funded by the Tourist Development Council), and the grantor (Palm Beach County Board of County Commissioners).



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

(C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

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

APPROVED AS TO TERMS AND CONDITIONS

By: DocuSigned by: Joan Hutchinson Date: 7/11/24
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

Frances Fisher, President
Legal Name/Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

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

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

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

Exhibit A

All special events, exhibitions and programming will take place at the Ann Norton Sculpture Gardens.

Special Events:

8th Annual Sculpture in Motion: The Art of Pre- and Post- War Automobiles Honoring Gold Star Families of Palm Beach County and Veterans and The Grand Tour Parade of Cars featuring Grand Marshal Donald Osborne. November 16, 2024

The 6th Annual Jazz & Gospel in the Gardens Concert Series Celebrating the Greats

Second Sunday of the month December 2024 through March 2025

Opening Celebration for New Wave Art Weekend

December, 2025

Gardens Conservancy Annual Evening of Music & Art in the Gardens Celebrating the Ann Norton Award for Philanthropy in partnership with Palm Beach Modern + Contemporary Fair and

The Palm Beach International Boat Show

March 19, 2025

Exhibitions:

Slim Aarons: Gold Coast in partnership with Getty Images presented by Lilly Pulitzer

November 15- January 26, 2025

Norton House Gallery

Female Formed in partnership with Heather James Fine Art including artists Louise Nevelson and Louise Bourgeois.

January 29 – June, 2025

Norton House Gallery

Andres Valencia Exhibition in partnership with Palm Beach Modern + Contemporary Fair

March 19 – June, 2025

Norton House Gallery & Artist Studio

Large scale outdoor garden sculpture by Jane Manus

Dates TBD

Sculpture in the Gardens

Through Our Eyes Speakers Series to include:

Chip Tom, Curator Heather James Fine Art celebrating Female Formed and Women's History Month

Exhibit A

March, 2025

Norton House Gallery

Serenity in the Gardens Tours and Talks to include:

Ann Norton Sculpture Gardens Master Gardener in Residence Tours & Talks with CJ McCartney

Second Friday of the month, October – June, 11 am

Orchid House Plaza and Gardens

Conservation Conversation Lecture Series exploring current topics on conservation, sustainability and restoration of Florida’s natural resources with the state’s leading conservation groups. Starting with a state-wide perspective, it then brings the focus to Palm Beach County and the surrounding region.

Monthly, January - April

Ann Norton Sculpture Gardens is committed to fostering a vibrant cultural destination accessible to a diverse audience. Tourist Development grant support allows us to implement a multi-pronged marketing and public relations strategy that prioritizes earned media, strategic partnerships and visitor engagement.

Public Relations Focus: For nine years, we have partnered with an external marketing and PR firm to amplify our voice and solidify ANSG as a premier tourist destination. Our strategic outreach expands beyond Palm Beach County, attracting visitors from across the region and throughout the world.

Targeted Social Media Engagement: ANSG employs a thoughtful and measured approach to social media, engaging our audience and promoting our offerings.

Targeted Advertising: Print placements in high-profile tourist publications, strategic web and social media campaigns, and television advertising.

Expanded Distribution: Distribution of brochures and rack cards through hotels, visitor centers, turnpike rest stops, and tourism literature hubs across the region.

Palm Beach Modern + Contemporary Partnership: ANSG serves as a distinguished off-site venue for Palm Beach Modern + Contemporary. This collaboration enhances our visibility and provides a magnificent setting for world-class art exhibitions. ANSG becomes an extension of the fair experience, offering engaging events for art collectors and enthusiasts.

Exhibition Opening Events: Events held at ANSG during Palm Beach Modern + Contemporary include artist meet-and-greets, vendor showcases, and client interactions, allowing us to broaden our reach and connect with new audiences.

Strategic Media Partnerships: Carefully selected media placements offer valuable exposure for ANSG, extending beyond local markets and providing benefits to our media partners.

Exhibit A

Audience Expansion: Over the past year, ANSG has successfully expanded its audience base by 50%. This growth is attributed to innovative programming, outreach to underserved communities, and a heightened focus on cultural, horticultural, and preservation enthusiasts.

Digital Growth:

Social Media: ANSG's Instagram following has quadrupled in the past four years, and our digital subscriber base has doubled within the same timeframe. We anticipate continued exponential growth in the coming years.

Capital Improvements: A recent \$4 million investment has revitalized the Norton House, Artist Studio, and the nine monumental sculptures on our grounds. Furthermore, plans for a new indoor classroom, catering kitchen, and archival storage facility will allow us to offer year-round educational programs for all ages, regardless of weather conditions.

By implementing these comprehensive marketing and public relations strategies, ANSG is well-positioned to attract a wider audience, solidify its reputation as a cultural treasure, and ensure accessibility for all.

CULTURAL COUNCIL
FY 2024/2025

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

Contract Exhibit B-1

Grantee Name: Ann Norton Sculpture Gardens, Inc.							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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		-	285,000	285,000	24.3%	
Personnel: Marketing (50% of allowable)			-		-	-	
Outside Professional Services: Artistic	13,000	10,000	23,000	20,000	43,000	3.7%	
Outside Professional Services: Marketing/PR	50,000	40,000	90,000	40,000	130,000	11.1%	
Outside Professional Services: Other	9,540	45,000	54,540	115,000	169,540	14.4%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	55,000	35,000	90,000	15,000	105,000	8.9%	
All Other Remaining Operating Expenses	N/A		-	441,460	441,460	37.6%	
TOTAL EXPENSES*	\$ 127,540	\$ 130,000	\$ 257,540	\$ 916,460	\$ 1,174,000	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			11,000	75,000	86,000	7.3%	
Membership Revenue			9,000	311,460	320,460	27.3%	
Contracted Services Revenue				10,000	10,000	0.9%	
Other Revenue			10,000	20,000	30,000	2.6%	
Corporate Contributions				100,000	100,000	8.5%	
Foundation Grants			50,000	50,000	100,000	8.5%	
Other Private Support			50,000	350,000	400,000	34.1%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		127,540		127,540	10.9%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 257,540	\$ 916,460	\$ 1,174,000	100%	\$ -
*(If any amounts appear on this line, then your budget is out of balance. Please correct.)							
**Explain any "In-Kind" amounts listed in Column G on B-2 worksheet							
***Explain sources/uses of Cash shortfall/surplus on B-3 worksheet							

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:	Ann Norton Sculpture Gardens, 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	
None	
Outside Professional Services: Marketing/PR	
None	
Outside Professional Services: Other	
None	
Space Rental for Program:	
N/A	
Rent/Mortgage:	
N/A	
Marketing/Advertising:	
None	
Remaining Operating Expenses:	
None	

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	Ann Norton Sculpture Gardens, 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: None	
Surplus Explanation:	
If Income/Expense creates a net surplus , please provide a short explanation of the planned use of those surplus funds (list "Applicant Cash").	
Surplus:	

Exhibit C

Cultural Marketing, Category CH

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.
- 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



NORTO-1

DP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2024

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: Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach, FL 33401 Massey, Clark, Fischer, Inc.	561-478-1660	CONTACT NAME: Malissa Gray PHONE: 561-478-1660 FAX: 561-478-6878 INC. No. E.M.B.: E-MAIL ADDRESS: malissa@masseyclarkfischer.com	INSURER(S) AFFORDING COVERAGE: INSURER A: Clear Spring P & C Co INSURER B: Travelers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15563 31194
INSURED: Ann Norton Sculpture Gardens Donna Pfeiffer 263 Barcelona Rd #1 West Palm Beach, FL 33401				

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 SUBR INRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOG OTHER:	X	CCG-00036087-01	06/01/2024	06/01/2025	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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	UB1H966930	05/22/2024	05/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Cultural Council for 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
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NORTO-1

OP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2024

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 Massey, Clark, Fischer, Inc. 400 Executive Cir Dr, Ste 206 West Palm Beach, FL 33401 Massey, Clark, Fischer, Inc.	561-478-1680	CONTACT NAME: Melissa Gray PHONE (AG, No, Ext): 561-478-1660 FAX (AG, No): 561-478-6878 E-MAIL: melissa@masseyclarkfischer.com ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Clear Spring P & C Co INSURER B: Travelers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15563 31194
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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.

INBR	TYPE OF INSURANCE	ADOL	SUBR	INSR	POLICY	POLICY	LIMITS	
1	2	3	4	5	6	7	8	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	X			CGG-00036567-01	05/01/2024	06/01/2025	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/BOARDER EXCLUDED? (Mark "Y" or "N") If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		UE1H966930	05/22/2024	05/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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 Cultural Council of Palm Beach County 601 Lake Ave 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
--	--

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.

Frances Fisher
(signature of officer or representative)

Frances Fisher, President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

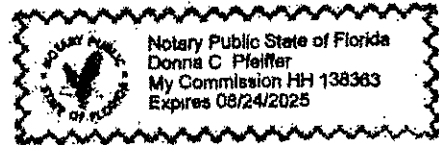
Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of July 2024 by Frances Fisher.

Personally known OR produced identification .

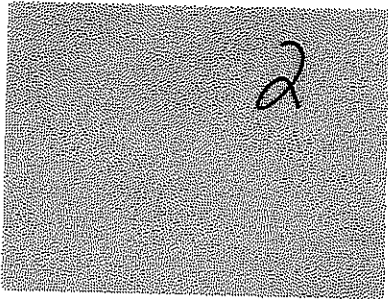
Type of identification produced _____

Donna C. Pfeiffer

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024,
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):** **\$131,014**

1.3 **PROJECT DESCRIPTION (Project):** As provided in **Exhibit "A"**, attached hereto.

1.4 **PROJECT BUDGET:** As provided in **Exhibit "B"**, attached hereto.

1.5 **REPORTING SCHEDULE:** Interim report due 4/15/25

Final report due 10/31/25

1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 **EXPENDITURE DEADLINE:** Final Reimbursement Request due to COUNTY September 8, 2025

1.8 **GRANT PERIOD:** October 1, 2024 through September 30, 2025

1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit "C"** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II
CONDITIONS

- 2.1 **IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 **PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as Exhibit "A" and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 **PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

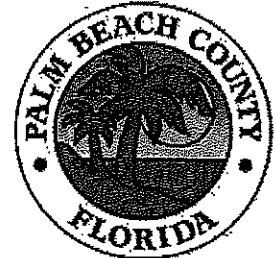
GRANTEE shall submit quarterly, as outlined in **Exhibit "C"**, to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17 E-VERIFY – EMPLOYMENT ELIGIBILITY: GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and

4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

(C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

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

APPROVED AS TO TERMS AND CONDITIONS

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

GRANTEE ORGANIZATION:

GRANTEE FEDERAL TAX ID #: 65-0238234

Boca Ballet Theatre Company

By: DocuSigned by: Dan Guin

Dan Guin, CEO
Legal Name/Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

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

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

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

Exhibit A

Boca Ballet Theatre Company presents our 2024-2025 Season of Dance. Boca Ballet Theatre Company uses

our extensive dance knowledge and expertise to provide quality training of concert dance, to offer performance opportunities to our students, to present professional productions to the general public, and to

support our community with outstanding outreach programs. Our calendar is full all year long with our programs and productions. We are always working to better our cultural landscape.

October 2024- Sale and Marketing of our 2024-2025 Season of Dance

Direct mail rack cards to our mailing list as well as digital push to our extensive email list of not only patrons but families of the school of Boca Ballet Theatre.

We will also market the season heavily on social media not only on our page but our guest artists will often share to their large and diverse reach.

November 2024 – The Nutcracker – 4 public performances at Olympic Heights Performing Arts Theater

November 1st, 2024- 3,000 rack cards are sent out to our mailing list and a large digital marketing campaign to our email database and social media pages

November 14th-25th- will run print ads in both the Palm Beach Post and Sun Sentinel and we run a radio spot on WLRN.

November 29, 2024 – 7:30pm performance

November 30, 2024 – 2:00pm performance

November 30, 2024 – 7:30pm performance

November 31, 2024 – 2:00pm performance

February 2025- Artistic Directors Summer Intensive Audition Tour

Directors audition tour to market to and audition students around the country.

We provide universities and dance schools throughout the country with materials to share with their students.

April 2025 – Coppélia 2 public performances- Countess De Hoernle Theater at Spanish River Highschool.

March 15, 2025, mail and distribute rack cards as well as a large digital marketing campaign to our email database and social media pages.

Exhibit A

First two weeks of April we will run ads in Sun Sentinel and Palm Beach Post as well as radio spots on WLRN

April 5, 2025 – 7:30pm performance

April 6, 2025- 2:00pm performance

Spring 2025 – BBT4PD in studio performance – Share the Joy! For Outreach Program, BBT4PD, Dance for those living with Parkinson’s disease – A Certified Dance for PD® Program.

We will market this program on our social media and website, as well as distribute information through our students.

Summer 2025 – June 2025-July 2025 Artistic Directors Intensive Performance Workshop

Marketing for this will begin at the start of the 2025 year.

February Audition tour.

We will host an audition at our space in March, 2025

Students for the program arrive from all over the country arrive at the end of June and stay for 5 weeks.

Summer 2025 – Repertory Concert performances- Countess De Hoernle Theater at Spanish River Highschool.

July 1st, 2025, mail and distribute rack cards as well as a large digital marketing campaign to our email database and social media pages.

Weeks of the 17th and the 24th of July we will run ads in Sun Sentinel and Palm Beach Post as well as radio spots on WLRN

July 26, 2025 – 7:30pm performance

July 27, 2025- 2:00pm performance

September 2025 – 12th Annual College Dance Fair – Outreach Program

We send marketing materials to our large database of dance schools.

We also will market on our website.

Many of our participants find out about this program.

CULTURAL COUNCIL
FY 2024/2025

Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET

Grantee Name: Boca Ballet Theatre Company

Program Budget Detail: October 1, 2023 to September 30, 2024 (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	150,580.00	150,580	147,860.00	298,440	23.8%	
Personnel: <i>Marketing (50% of allowable)</i>		51,078.00	51,078	11,902.00	62,980	5.0%	
Outside Professional Services: <i>Artistic</i>	40,000.00	151,425.00	191,425	76,825.00	268,250	21.4%	
Outside Professional Services: <i>Marketing/PR</i>		18,775.00	18,775		18,775	1.5%	
Outside Professional Services: <i>Other</i>	8,500.00	4,000.00	12,500	18,536.00	31,036	2.5%	
Space Rental for Program	49,000.00	53,014.00	102,014	-	102,014	8.1%	
Rent/Mortgage	N/A		-	195,500.00	195,500	15.6%	
Marketing/Advertising	33,514.00	46,985.00	80,499	48,125.00	128,624	10.3%	
All Other Remaining Operating Expenses		67,599.00	67,599	79,789.00	147,388	11.8%	16,000
TOTAL EXPENSES*	\$ 131,014	\$ 543,456	\$ 674,470	\$ 578,537	\$ 1,253,007	100%	\$ 16,000

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			140,560.00		140,560	11.2%	
Membership Revenue			71,160.00		71,160	5.7%	
Contracted Services Revenue			102,182.00	396,877.00	499,059	39.8%	
Other Revenue			7,372.00	89,280.00	96,652	7.7%	16,000
Corporate Contributions			25,000.00		25,000	2.0%	
Foundation Grants			55,000.00	30,000.00	85,000	6.8%	
Other Private Support			133,182.00	47,380.00	180,562	14.4%	
Government Grants (Federal)					-	-	
Government Grants (State)				15,000.00	15,000	1.2%	
Government Grants (Local)			9,000.00		9,000	0.7%	
TDC Grant Award Amount	(Matches total of column A above)		131,014		131,014	10.5%	
Grantee Cash-Budget (shortfall)/surplus***					-	-	
TOTAL REVENUES*			\$ 674,470	\$ 578,537	\$ 1,253,007	100%	\$ 16,000

*(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)

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:	Boca Ballet Theatre
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.	

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	Boca Ballet Theatre
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App 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 "Cash").	
Surplus: N/A	

Exhibit C

Cultural Marketing, Category CH

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.
- 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

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

POLICY NUMBER: CPS787C737

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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

<p>Name Of Additional Insured Person(s) Or Organization(s): PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, TOURIST DEVELOPMENT COUNCIL AND CULTURAL COUNCIL 601 LAKE AVENUE LAKE WORTH FL 33460</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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;

whichever is less.

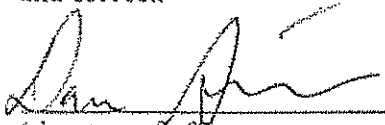
This endorsement shall not increase the applicable limits of insurance.

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)

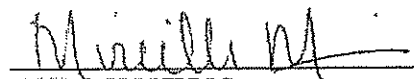
Dan Guin, CEO
(printed name and title of officer or representative)

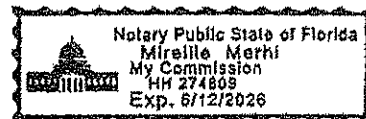
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this. 30th day of July, 2024, by Dan Guin

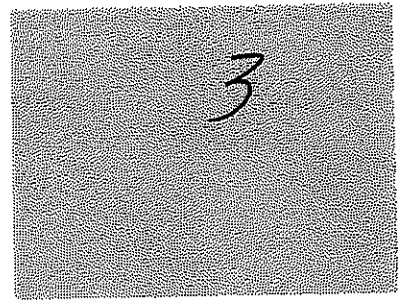
Personally known OR produced identification .

Type of identification produced Drivers license


NOTARY PUBLIC
My Commission Expires: 6/12/26
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CII

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024,
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): \$135,480**

1.3 **PROJECT DESCRIPTION (Project):** As provided in **Exhibit "A"**, attached hereto.

1.4 **PROJECT BUDGET:** As provided in **Exhibit "B"**, attached hereto.

1.5 **REPORTING SCHEDULE:** Interim report due 4/15/25

Final report due 10/31/25

1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 **EXPENDITURE DEADLINE:** Final Reimbursement Request due to COUNTY September 8, 2025

1.8 **GRANT PERIOD:** October 1, 2024 through September 30, 2025

1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit "C"** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 **IMPLEMENTATION**: Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 **PROJECT DESCRIPTION**: The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 **PROJECT BUDGET**: All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached Exhibit "C". No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

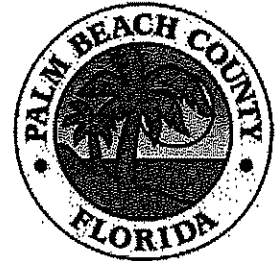
GRANTEE shall submit quarterly, as outlined in Exhibit "C", to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

2.10 **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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

(G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and

4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

(C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

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

APPROVED AS TO TERMS AND CONDITIONS

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

GRANTEE ORGANIZATION:

GRANTEE FEDERAL TAX ID #: 20-1454440

Boca Raton Philharmonic Symphonia, Inc.

By: DocuSigned by: Annabel Russell

Annabel Russell, Executive Director
Legal Name/Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

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

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

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

Exhibit A

The 2024-25 artistic season marks The Symphonia's 20th anniversary as a performing arts organization. South Florida's premier chamber orchestra, The Symphonia will once again showcase world-famous conductors, soloists, and a talented core orchestra that can contract or expand depending upon the program content. Not just another orchestra, The Symphonia is praised by critics and audiences alike for its bold repertoire that sets it apart from the large national touring companies that typically present more traditional music choices. The Symphonia's carefully curated repertoire is a unique balance of beloved classical pieces and exciting contemporary works. The 2024-25 season will include a sampling of music written by and/or performed by underrepresented artists.

From November 2024 to April 2025, the Symphonia will perform three Sunday afternoon concerts. These Sunday concerts are the orchestra's artistic centerpiece and the gateway to The Symphonia's additional programs for adults, children, and families. For this 20th anniversary season, The Symphonia will also present two date night concerts to be conducted by The Symphonia's Principal Conductor and Artistic Advisor Alastair Willis, and one Holiday Pops concert.

The Symphonia will use CII funding to help offset some of the operating and marketing expenses of the following concerts and programs:

SUNDAY AFTERNOON CONCERTS:

November 17, 2024, 3:00 p.m. Roberts Theater, Boca Raton: Season opener concert to be conducted by Alastair Willis, The Symphonia's Principal Conductor and Artistic Advisor, and featuring violinist soloist Andrés Cárdenes. The program will include works by Stephenson, Vieuxtemps, and Stravinsky.

January 12, 2025, 3:00 p.m. (NEW VENUE for The Symphonia) St. Gregory's Episcopal Church, Boca Raton: Concert to be conducted by James Judd, featuring guitar soloist Jason Vieaux. The program will include works by Danielpour, Zyman, and Beethoven.

February 9, 2025, 3:00 p.m. St. Gregory's Episcopal Church, Boca Raton: Concert to be conducted by Carolyn Kuan, featuring bassoon soloist Gabriel Beavers and organ soloist Tim Brumfield. The program will include works by Kodaly, Zwilich, and Mozart.

EVENING CONCERTS:

Saturday, December 7, 2024, 7:00 p.m., Mizner Park Amphitheater, Boca Raton: An all-inclusive Holiday Pops Concert conducted by Jacomo Bairos and presented by the City of Boca Raton

Exhibit A

Saturday, March 29, 2025, 7:00 p.m., (NEW VENUE for The Symphonia) The Studio at Mizner Park, Boca Raton: A New Directions concert conducted by Alastair Willis, titled, "Neighboring Bach." New Directions concerts combine great music with theater, visual elements, and storytelling to create a concert format with its own contemporary twist. In this concert audience members will "time travel" to Germany 1723, and "meet" Johann Sebastian Bach

Tuesday, April 29, 2025, 7:00 p.m., The Studio at Mizner Park, Boca Raton: Concert to be conducted by Alastair Willis, featuring works by Holst, J. Montgomery, Jacobsen, and Tchaikovsky.

The Studio venue has a smaller seating capacity than Roberts Theater and St. Gregory's Church. Depending upon seat availability and audience demand, the New Directions concert on March 29 at The Studio and the April 29th concert that will be performed at The Studio, can be repeated twice in the same day at The Studio.

MARKETING THE 2024-25 SEASON:

The Symphonia outsources its marketing/advertising/communications/social media needs to two local companies: the Buzz Agency Public Relations and Rose Marcom Marketing and Communications. Tourist Development grant dollars will be used to market the 2024-25 season to existing patrons through direct mail pieces, advertising in print and radio and on social media sites. The Symphonia's marketing plan also employs different approaches to specifically reach out to new younger and more diverse audience members, and to residents and visitors from outside of Palm Beach County.

One new marketing strategy will take advantage of the fact that three out of four of The Symphonia's 2024-25 concert venues are in the busy Mizner Park area and within walking distance of the Brightline high-speed rail station in Boca Raton. Marketing efforts will build on Brightline access as a way of attracting out-of-county audience members who might choose to skip the drive and enjoy the freedom of traveling by train to the concert, with dinner in Mizner Park before or after. For some concertgoers who are traveling by train, the evening could include a hotel stay in Boca Raton.

CULTURAL COUNCIL

Category CII - Cultural Marketing

FY 2024/2025

INCOME/EXPENSE BUDGET

Grantee Name: Boca Raton Philharmonic Symphonia, Inc							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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	148,829	148,829		148,829	24.1%	
Personnel: Marketing (50% of allowable)			-		-	-	
Outside Professional Services: Artistic	105,480	117,505	222,985		222,985	36.1%	
Outside Professional Services: Marketing/PR	20,000	34,570	54,570		54,570	8.8%	
Outside Professional Services: Other		60,598	60,598		60,598	9.8%	
Space Rental for Program		22,010	22,010		22,010	3.6%	
Rent/Mortgage	N/A	3,000	3,000		3,000	0.5%	
Marketing/Advertising	10,000	40,000	50,000		50,000	8.1%	
All Other Remaining Operating Expenses	N/A	56,333	56,333		56,333	9.1%	
TOTAL EXPENSES*	\$ 135,480	\$ 482,845	\$ 618,325	\$ -	\$ 618,325	100%	\$ -
(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			115,000		115,000	18.6%	
Membership Revenue			-		-	-	
Contracted Services Revenue			40,000		40,000	6.5%	
Other Revenue			121,500		121,500	19.6%	
Corporate Contributions			20,000		20,000	3.2%	
Foundation Grants			87,000		87,000	14.1%	
Other Private Support			71,500		71,500	11.6%	
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)		135,480		135,480	21.9%	
Grantee Cash-Budget shortfall/(surplus)***			17,845		17,845	2.9%	
TOTAL REVENUES*			\$ 618,325	\$ -	\$ 618,325	100%	\$ -
(If any amounts appear on this line, then your Budget is out of balance. Please correct.)							
\$ - \$ - \$ - profit \$ -							

**Explain any "In-Kind" amounts listed in Column G on B-2 worksheet

***Explain sources/uses of Cash shortfall/surplus on B-3 worksheet

Exhibit B In-Kind Explanation 2024-2025

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:	

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name: Boca Raton Philharmonic Symphonia, Inc.

Shortfall Explanation:

If Income/Expense creates a net **shortfall (loss)**, please provide a short explanation of the source of funds (listed under "App will be used to cover that planned shortfall).

Shortfall:

The currently projected shortfall of \$17,845 will be covered by The Symphonia's cash reserves.

Surplus Explanation:

If Income/Expense creates a net **surplus**, please provide a short explanation of the planned use of those surplus funds (listed 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.
- 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

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.

Annabel Russell
(signature of officer or representative)

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

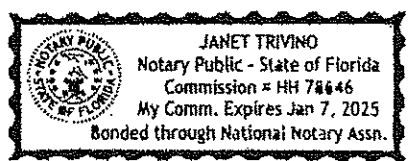
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 30th day of July, 2024, by Annabel Russell

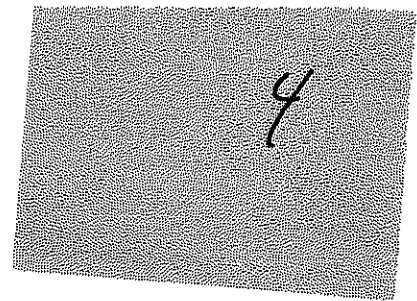
Personally known OR produced identification .

Type of identification produced _____

Janet Trivino
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024,
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.**
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.

Address: 222 W Yamato Road, Unit 106-137

Boca Raton, FL 33431

Attention: Wendy U. Larsen

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$132,503

1.3 **PROJECT DESCRIPTION (Project):** As provided in Exhibit "A", attached hereto.

1.4 **PROJECT BUDGET:** As provided in Exhibit "B", attached hereto.

1.5 **REPORTING SCHEDULE:** Interim report due 4/15/25

Final report due 10/31/25

1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 **EXPENDITURE DEADLINE:** Final Reimbursement Request due to COUNTY September 8, 2025

1.8 **GRANT PERIOD:** October 1, 2024 through September 30, 2025

1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, Exhibit "C" and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 **IMPLEMENTATION**: Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 **PROJECT DESCRIPTION**: The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 **PROJECT BUDGET**: All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.
- (B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

- (C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by: Emanuel Perry Date: 08/01/2024
187F90C7C13F47E
Emanuel Perry, Executive Director
Tourist Development Council

APPROVED AS TO TERMS AND CONDITIONS

By: DocuSigned by: Joan Hutchinson Date: 7/11/24
852A8E9610519D1...
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:

GRANTEE FEDERAL TAX ID #: 65-0748038

Centre for the Arts at Mizner Park, Inc.

By: DocuSigned by: Wendy U. Larsen
2E2BA005698B404...

Wendy U. Larsen, Chairman
Legal Name/Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

By: DocuSigned by: Yelizaveta Herman
88FF641A0914455...
Yelizaveta B. Herman
County Attorney

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

By: DocuSigned by: Dave Lawrence
81D47AD1C9124B2...
Dave Lawrence, President and CEO

Exhibit A

Centre for the Arts at Mizner Park

The Festival will take place at Mizner Park Amphitheater from February 28 to March 9, 2025. The Festival will feature an exciting lineup of events and performances including:

The Dallas Brass will kick off the festival with a unique concert that will include participation from local High School band students. The evening will also feature an instrument petting zoo.

An Evening of Opera will showcase the winners of the Luciano Pavarotti International Voice Competition, promising a night of extraordinary vocal talent and the winner of last year's Festival Boca music competition.

Neodance, led by the renowned jazz flutist Nestor Torres, will present a vibrant tango/Latin dance fusion performance.

In celebration of the 40th anniversary of the film's release, the festival will screen "Back to the Future" with live orchestra, adding a dynamic musical element to this classic movie experience.

An Evening Celebrating the 100th Anniversary of the City of Boca Raton will be produced in collaboration with the Boca Raton Historical Society. This event will feature historic archival photographs, films, and texts projected on the Festival's giant LED wall, accompanied by music from the Festival Boca Jazz Orchestra, focusing on the music of the 1920s.

The Authors and Ideas Lecture Series will be headlined by the return of Doris Kearns Goodwin, a festival favorite.

The 2025 Festival promises a diverse array of cultural experiences, celebrating music, film, dance, and history, and continuing its tradition of engaging and inspiring the community.

CULTURAL COUNCIL
FY 2024/2025

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

Contract Exhibit B-1

Grantee Name: Centre for the Arts at Mizner Park Inc.							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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		-		-	-	
Personnel: <i>Marketing (50% of allowable)</i>			-		-	-	
Outside Professional Services: <i>Artistic</i>	56,003	218,997	275,000		275,000	28.2%	
Outside Professional Services: <i>Marketing/PR</i>	46,500	23,500	70,000		70,000	7.2%	
Outside Professional Services: <i>Other</i>		376,760	376,760	58,340	435,100	44.6%	3,000
Space Rental for Program		5,000	5,000		5,000	0.5%	
Rent/Mortgage	N/A	5,616	5,616	4,014	9,630	1.0%	
Marketing/Advertising	30,000	36,750	66,750		66,750	6.8%	11,000
All Other Remaining Operating Expenses	N/A	101,845	101,845	11,775	113,620	11.7%	9,000
TOTAL EXPENSES*	\$ 132,503	\$ 768,468	\$ 900,971	\$ 74,129	\$ 975,100	100%	\$ 23,000
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			257,500		257,500	26.4%	
Membership Revenue					-	-	
Contracted Services Revenue					-	-	
Other Revenue			4,700		4,700	0.5%	
Corporate Contributions			43,000	3,000	46,000	4.7%	23,000
Foundation Grants			45,900		45,900	4.7%	
Other Private Support			281,000		281,000	28.8%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)			207,497		207,497	21.3%	
TDC Grant Award Amount	(Matches total of column A above)		132,503		132,503	13.6%	
Grantee Cash-Budget shortfall/(surplus)***			(71,129)	71,129	-	-	
TOTAL REVENUES*			\$ 900,971	\$ 74,129	\$ 975,100	100%	\$ 23,000
*(If any amounts appear on this line, then your budget is out of balance. Please correct.)							
**Explain any "In-Kind" amounts listed in Column G on B-2 worksheet							
***Explain sources/uses of Cash shortfall/surplus on B-3 worksheet							

Exhibit B In-Kind Explanation 2024-2025

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	
We receive discounts for accounting services.	
Space Rental for Program:	
Rent/Mortgage:	
Marketing/Advertising:	
We received in-kind email blast, articles, radio and digital spots as well as discounted tv spots.	
Remaining Operating Expenses:	
Hotels rooms donated for Artist, local restaurants donate food for sponsor and artist hospitality.	

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

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 "App 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 "Cash").	
Surplus:	
The surplus from the festival 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.
- 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



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

Detail by Entity Name

Florida Not For Profit Corporation
CENTRE FOR THE ARTS AT MIZNER PARK, INC.

Filing Information

Document Number N97000002209
FEI/EIN Number 65-0748038
Date Filed 04/18/1997
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 09/29/2010
Event Effective Date NONE

Principal Address

7700 N CONGRESS AVENUE
Ste 1106
Boca Raton, FL 33487

Changed: 04/07/2023

Mailing Address

222 W YAMATO RD
UNIT 106-137
BOCA RATON, FL 33431

Changed: 04/07/2023

Registered Agent Name & Address

HOFFMAN, LISA L
222 W YAMATO RD
UNIT 106-137
BOCA RATON, FL 33431

Name Changed: 06/23/2020

Address Changed: 04/07/2023

Officer/Director Detail

Name & Address

Title Chairman

LARSEN, WENDY U
 157 Royal Palm Way
 BOCA RATON, FL 33432

Title VC

BROWN, CYNTHIA
 1467 ESTUARY TRAIL
 DELRAY BEACH, FL 33483

Title Treasurer

Tremblay, Nathalie
 222 Yamato Road
 Ste 106-137
 Boca Raton, FL 33431

Annual Reports

Report Year	Filed Date
2022	04/21/2022
2023	04/07/2023
2024	04/03/2024

Document Images

04/03/2024 -- ANNUAL REPORT	View image in PDF format
04/07/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
05/01/2021 -- ANNUAL REPORT	View image in PDF format
10/17/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
06/23/2020 -- ANNUAL REPORT	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
03/15/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/01/2015 -- ANNUAL REPORT	View image in PDF format
03/28/2014 -- ANNUAL REPORT	View image in PDF format
01/02/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
09/29/2010 -- Amendment	View image in PDF format
04/15/2010 -- ANNUAL REPORT	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
04/15/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format

01/26/2004 -- ANNUAL REPORT	View image in PDF format
04/09/2003 -- ANNUAL REPORT	View image in PDF format
02/05/2002 -- ANNUAL REPORT	View image in PDF format
04/20/2001 -- ANNUAL REPORT	View image in PDF format
07/03/2000 -- Amendment and Name Change	View image in PDF format
04/21/2000 -- ANNUAL REPORT	View image in PDF format
05/17/1999 -- ANNUAL REPORT	View image in PDF format
04/14/1998 -- ANNUAL REPORT	View image in PDF format

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G21000035266

Fictitious Name to be Registered: FESTIVAL OF THE ARTS BOCA

Mailing Address of Business: 222 YAMATO ROAD
SUITE 106-137
BOCA RATON, FL 33431

Florida County of Principal Place of Business: PALM BEACH

FEI Number:

**FILED
Mar 13, 2021
Secretary of State**

Owner(s) of Fictitious Name:

CENTRE FOR THE ARTS AT MIZNER PARK, INC
222 YAMATO ROAD, SUITE 106-137
BOCA RATON, FL 33431 US
Florida Document Number: N97000002209
FEI Number: 65-0748038

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

WENDY U LARSEN

03/13/2021

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G18000005973

Fictitious Name to be Registered: SCHMIDT FAMILY CENTRE FOR THE ARTS

Mailing Address of Business: 225 NE MIZNER BLVD.
SUITE 500
BOCA RATON, FL 33432

Florida County of Principal Place of Business: PALM BEACH

FEI Number:

FILED
Jan 11, 2018
Secretary of State

Owner(s) of Fictitious Name:

CENTRE FOR THE ARTS AT MIZNER PARK, INC
225 NE MIZNER BLVD.
BOCA RATON, FL 33432 US
Florida Document Number: N97000002209
FEI Number: 65-0748038

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

WENDY U. LARSEN

01/11/2018

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

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 U. Larsen

(signature of officer or representative)

Wendy U. Larsen, Chairman

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

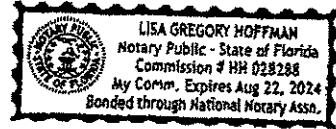
Sworn to and subscribed before me by means of physical presence or online notarization this, 30th day of July, by Wendy U. Larsen.

Personally known OR produced identification .

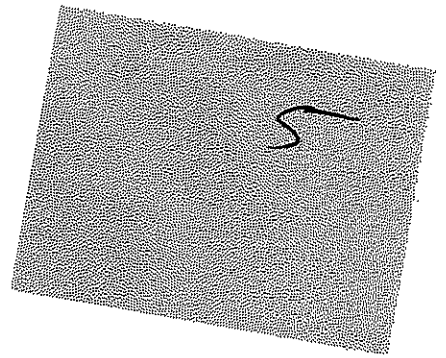
Type of identification produced _____

Lisa Gregory Hoffman

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 07/11/2024,
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: Ahmad Mayes

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** **\$138,954**

1.3 **PROJECT DESCRIPTION (Project):** As provided in **Exhibit "A"**, attached hereto.

1.4 **PROJECT BUDGET:** As provided in **Exhibit "B"**, attached hereto.

1.5 **REPORTING SCHEDULE:** Interim report due 4/15/25

Final report due 10/31/25

1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 **EXPENDITURE DEADLINE:** **Final Reimbursement Request due to COUNTY September 8, 2025**

1.8 **GRANT PERIOD:** **October 1, 2024 through September 30, 2025**

1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit "C"** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

2.10 **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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

- 3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
- 4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.
- (B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

- (C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by:
Emanuel Perry Date: 07/11/2024
187F96C7C13F47E...
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

By: DocuSigned by:
Joan Hutchinson Date: 7/8/24
882AD8D81551481...
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: **GRANTEE FEDERAL TAX ID #:** 46-1933232
The Chamber Music Society of Palm Beach Inc.

By: DocuSigned by:
Ahmad Mayes
287740135D984B9...
Ahmad Mayes, Executive Director
Legal Name/Title

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

By: DocuSigned by:
Yelizaveta Herman
03FE141A0944465...
Yelizaveta B. Herman
County Attorney

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

By: DocuSigned by:
Dave Lawrence
81D17AD169124D8...
Dave Lawrence, President and CEO

Exhibit A

2024/2025 Chamber Music Series Timeline

December 2023:

- Confirm artists and concert dates
- Confirm concert venues

March 2024:

- Finalize artists contracts

April 2024:

- Season announcement via print article(s), email, website, social -media, mail, print ads, and other channels.
- Subscription on sale
- Print, email, and social media subscription ad campaigns begin; Subscription mail campaign begins

June 2024:

- Concert production and support vendors selected and booked

August 2024:

- Single ticket print, email, and social media subscription ad campaigns begin; runs in various forms through April 2025

September 2024:

- Regional promotion to NYC chamber music and Florida NYC tourism market at Boscobel Chamber Music Festival, (Garrison, NY)

NOVEMBER 21, 2024:

Opening night Concert: "Violin Legends: Ysaye's Legacy", 7:00pm, Church of Bethesda-by-the-Sea
Benjamin Beilman, violin
Jennifer Frautschi, violin
Arnaud Sussmann, violin
Nick Canellakis, cello
Beth Guterman, viola
Michael Stephen Brown, piano

Repertoire:

Chausson: Poème, Op. 25
Ysaye: Rêve d'enfant, Op. 14
Chausson: Concert for Violin, Piano and String Quartet, Op. 21

DECEMBER 5, 2024:

The Enchanting Clarinet: Brahms and Beethoven, 7:00pm, Norton Museum of Art
Jose Franch-Ballester, clarinet
Wu Qian, piano
Edward Arron, piano

Repertoire:

Brahms: The Clarinet Trio in A minor, Op. 114
Robert Kahn Serenade f minor (11 mins)
Arvo Pärt Mozart Adagio (6 mins)
Beethoven: Piano Trio in B-flat major, Op. 11

JANUARY 22, 2025:

"The Four Seasons: Vivaldi and Piazzolla's Masterworks", 7:00pm, Norton Museum of Art

Exhibit A

Violin Soloists:

James Ehnes
Ben Beilman
Chad Hoopes
Arnaud Sussmann
Yura Lee
Karen Gomyo
Tessa Lark
Amy Schwartz

Repertoire:

Vivaldi: The Four Seasons
Norman: Gran Turismo
Piazzola: The Four Seasons of Buenos Aires

FEBRUARY 6, 2025:

"Vocal Splendor": Featuring Nicholas Phan, Tenor, 7pm, Church of Bethesda-by-the-Sea

Repertoire:

Schubert Lieder and others, TBD

FEBRUARY 20, 2025:

"Perspectives: The Escher Quartet", 7:00pm Norton Museum of Art

The Escher String Quartet

Repertoire:

Mozart: String Quartet No. 21, K. 575
Barber: Adagio from String Quartet Op. 11
Dvorak: String Quartet No. 14 in A \flat major, Op. 105, B. 193

MARCH 6, 2025:

"Baroque Feast: Bach & Telemann", 7:00pm, Church of Bethesda-by-the-Sea

James Austin Smith, oboe

Kenneth Weiss, harpsichord

Bella Hristova, violin

Cindy Wu, violin

Oliver Neubauer, violin

Jay Campbell, cello

Arnaud Sussmann, viola

Repertoire:

Bach: E Major Concerto (Bella solo)

Bach: A minor Concerto (Oliver solo)

Telemann: Tafelmusik: violin, oboe, harpsichord cello (flute) (Arnaud violin)

Bach: Concerto for Violin and Oboe in C minor, BWV 1060R (Cindy solo)

April 3, 2025:

"Wit and Whimsy: Trios of Mozart and Francaix", 7:00pm, Norton Museum of Art

Arnaud Sussmann, violin

Paul Neubauer, viola

Paul Watkins, cello;

Exhibit A

Repertoire:

Francaix: String Trio in C Major, Op. 2

Mozart: Divertimento in Eb major, K. 563

April 24, 2025

"Schubert's Trout Quintet", 7:00pm, Norton Museum of Art

Arnaud Sussmann, violin

Milena pajaro-van de stadt, viola

Clive Greensmith, cello

Blake Hinson, bass

Gloria Chien, piano

Repertoire:

Farrenc: Piano Quintet No.1, Op.30

Schubert: Piano Quintet in A major, D. 667 "Trout"

Marketing and promotional strategies for out-of-county visitors are as follows:

1. Digital Advertising: CMSPB will run targeted facebook and instagram ad campaigns in out-of-county markets where we typically see high participation including Broward and Miami-Dade Counties, the NY Metro area.
2. Email Marketing: We will continue to market to out-of-county emails and grow our list through a targeted social media email acquisition campaign, which has worked very well in the past.
3. Patron Word-of-Mouth Campaign: Current CMSPB patrons and their social networks have been critical to our growth over our ten years. We will leverage this asset by running a word-of-mouth campaign through current patrons to invite their out-of-town or seasonal friends to travel to Palm Beach county to attend CMSPB concerts.
4. Regional Outreach: CMSPB will leverage its September festival at the Boscobel House and Gardens to reach new patrons with NYC and Florida ties to travel to Florida for CMSPB events. The festival, one hour outside of NYC attracts many New York-based chamber music enthusiasts who have means to travel to Florida.
5. Public Relations & Media Outreach: CMSPB works with a PR agency to secure national media coverage.
6. Optimized Visitor Experience: CMSPB will provide engaging pre-concert and post-concert activities and opportunities for inspiration and community building to ensure an unforgettable experience for visitors, where they desire to return.

**CULTURAL COUNCIL
FY 2024/2025**

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

Grantee Name: The Chamber Music Society of Palm Beach Inc.							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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	234,000	234,000	126,000	360,000	22.8%	
Personnel: <i>Marketing (50% of allowable)</i>			-		-	-	
Outside Professional Services: <i>Artistic</i>	50,000	152,000	202,000	68,500	270,500	17.1%	
Outside Professional Services: <i>Marketing/PR</i>	31,354	55,600	86,954		86,954	5.5%	
Outside Professional Services: <i>Other</i>		86,500	86,500	28,800	115,300	7.3%	
Space Rental for Program	57,600	28,200	85,800		85,800	5.4%	
Rent/Mortgage	N/A	35,100	35,100	11,700	46,800	3.0%	
Marketing/Advertising		117,000	117,000		117,000	7.4%	
All Other Remaining Operating Expenses	N/A	338,500	338,500	160,146	498,646	31.5%	
TOTAL EXPENSES*	\$ 138,954	\$ 1,046,900	\$ 1,185,854	\$ 395,146	\$ 1,581,000	100%	\$ -
(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			117,812	91,000	208,812	13.2%	
Membership Revenue			218,000		218,000	13.8%	
Contracted Services Revenue				120,000	120,000	7.6%	
Other Revenue				165,000	165,000	10.4%	
Corporate Contributions			51,250	3,750	55,000	3.5%	
Foundation Grants			200,000		200,000	12.7%	
Other Private Support			459,838	15,396	475,234	30.1%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		138,954		138,954	8.8%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 1,185,854	\$ 395,146	\$ 1,581,000	100%	\$ -
(If any amounts appear on this line, then your Budget is out of balance. Please correct.)							
**Explain any "In-Kind" amounts listed in Column G on B-2 worksheet							
***Explain sources/uses of Cash shortfall/surplus on B-3 worksheet							

Exhibit B In-Kind Explanation 2024-2025

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 B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "Applicable Funds") 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 "Applicable Funds").	
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.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2023

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).

PRODUCER Commercial Lines Alliant Insurance Services 331 Newman Springs Rd Ste 314 Red Bank, NJ 07701	CONTACT NAME: Ivette Aponte PHONE (A/C, No, Ext): (732) 588-1177 FAX (A/C, No): E-MAIL ADDRESS: Ivette.Aponte@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Insurance Company NAIC # 18058	
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 NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2580466	8/24/2023	8/24/2024	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 <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> 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 \$
A	Non-Profit Director*			PHSD1787029	5/15/2023	5/15/2024	D&O Liability \$ 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, The Tourist Development Council and The Cultural Council for Palm Beach County are included as Additional Insured with respects to the General Liability policy, if required in written contract, subject to policy's terms, conditions, limitations & exclusions. Thirty (30) days written notice to COUNTY prior to any material change or cancellation of coverage thereunder.

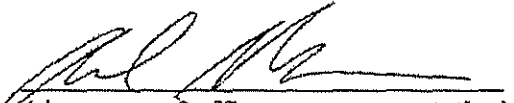
CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Cultural Council of Palm Beach County 601 Lake Ave Lake Worth, FL 33460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **The Chamber Music Society of Palm Beach 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)

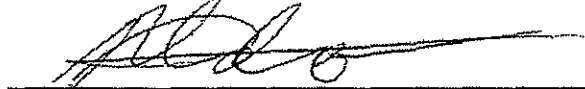
Ahmad Mayes, Executive Director
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

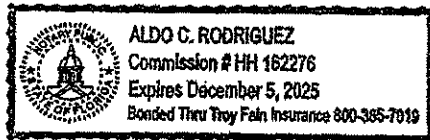
Sworn to and subscribed before me by means of physical presence or online notarization this, 30 day of JULY 2024, by AHMAD MAYES

Personally known OR produced identification .

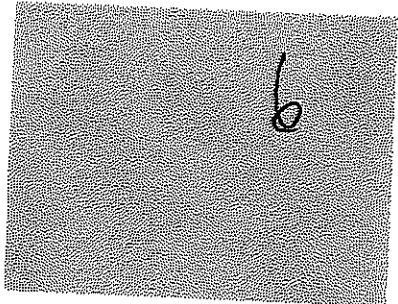
Type of identification produced _____



NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 07/29/2024,
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **The Historical Society of Palm Beach County**
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 Historical Society of Palm Beach County**

Address: 300 N. Dixie Highway
Suite 471
West Palm Beach FL, 33401

Attention: Jeremy W. Johnson

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** **\$132,006**

1.3 **PROJECT DESCRIPTION (Project):** As provided in **Exhibit “A”**, attached hereto.

1.4 **PROJECT BUDGET:** As provided in **Exhibit “B”**, attached hereto.

1.5 **REPORTING SCHEDULE:** Interim report due 4/15/25

Final report due 10/31/25

1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 **EXPENDITURE DEADLINE:** **Final Reimbursement Request due to COUNTY September 8, 2025**

1.8 **GRANT PERIOD:** **October 1, 2024 through September 30, 2025**

1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as Exhibit "A" and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

- 3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
- 4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

(C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

DocuSigned by:
By: Emanuel Perry Date: 07/29/2024
187F90C7C13F47E...
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

DocuSigned by:
By: Joan Hutchinson Date: 7/22/24
882ABED01601481...
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: **GRANTEE FEDERAL TAX ID #:** 596158821
The Historical Society of Palm Beach County

DocuSigned by:
By: Jeremy Johnson
8023F548C85C45B...
Jeremy W. Johnson, President
Legal Name/Title

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

DocuSigned by:
By: Yelizaveta Herman
03FF44A8014455...
Yelizaveta B. Herman
County Attorney

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

DocuSigned by:
By: Dave Lawrence
61D17AB1C9124D8...
Dave Lawrence, President and CEO

Exhibit A

- Special Exhibition: Wish You Were Here; The Richard and Pat Johnson Palm Beach County History Museum. On display November 2024 - May 2025.
- “In Conversation with...” Lecture Series. This will be an engaging discussion style program, that will take place at the 1916 Historic Courtroom as well as Palm Beach Dramaworks.
- One Cocktail Party event will be marketed and promoted for Wish You Were Here in connection with the exhibition in the Hamptons, New York.
- One Cocktail party event will be marketed and promoted in Manhattan, New York.
- Temporary Exhibits at the 1916 Courthouse / HSPBC : Topics pertaining to Hispanic Heritage, Black History, Women’s History, Holocaust Remembrance, History of Entrepreneurship in West Palm Beach, and Pride to attract a diverse audience to the Historic Courtroom in the 1916 Courthouse / HSPBC.
- Panel Discussion / Events for Women's History, Black History and Hispanic Heritage.
- Pop-Up Exhibits: Varied topics displayed in public outdoor spaces, venues, schools and libraries throughout the County year-round.
- History Talks: Lectures once a month for five months during season. They will take place in the Historic Courtroom at the 1916 Courthouse/HSPBC.
- Cocktails in Paradise: “Talk” about local historical location.
- Season Guide: Published and distributed to hotels, visitors, and members.
- “Behind the Palms” video documentary series will be produced and linked to social media, and played at various events.
- Evening on Antique Row; April 12, 2025 attracting in excess of 2,000 attendees to take place on Dixie Highway in the Antique Row District.
- Murder Mock Trial: 3 dates in season at the 1916 Courthouse/HSPBC.
- We will have several events at locations to be determined to promote “Wish You Were Here” and attract visitors to the Palm Beaches.
- We will be hosting a discussion/lecture celebrating Palm Beach County’s contributions to the Design Community in January.

CULTURAL COUNCIL
FY 2024/2025

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

Contract Exhibit B-1

Grantee Name: The Historical Society of Palm Beach County							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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 (F)	In-Kind Support** (Amount included in 'E' total) (G)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	890,000	890,000		890,000	45.8%	
Personnel: Marketing (50% of allowable)	20,000	50,000	70,000		70,000	3.6%	
Outside Professional Services: Artistic	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: Marketing/PR	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: Other	30,000	45,000	75,000		75,000	3.9%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A	75,000	75,000		75,000	3.9%	
Marketing/Advertising	22,006	30,000	52,006		52,006	2.7%	
All Other Remaining Operating Expenses	N/A	649,994	649,994		649,994	33.5%	
TOTAL EXPENSES*	\$ 132,006	\$ 1,809,994	\$ 1,942,000	\$ -	\$ 1,942,000	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue					-	-	
Membership Revenue			265,000		265,000	13.6%	
Contracted Services Revenue			15,000		15,000	0.8%	
Other Revenue			824,994		824,994	42.5%	
Corporate Contributions			75,000		75,000	3.9%	
Foundation Grants			350,000		350,000	18.0%	
Other Private Support			200,000		200,000	10.3%	
Government Grants (Federal)					-	-	
Government Grants (State)			80,000		80,000	4.1%	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		132,006		132,006	6.8%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 1,942,000	\$ -	\$ 1,942,000	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.)							
**Explain any "In-Kind" amounts listed in Column G on B-2 worksheet							
***Explain sources/uses of Cash shortfall/surplus on B-3 worksheet							

Exhibit B In-Kind Explanation 2024-2025

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 B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App 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 "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.
- 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

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

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



(signature of officer or representative)

Jeremy W. Johnson, President

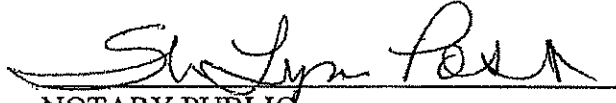
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 30th day of JULY, 2024, by Jeremy W. JOHNSON

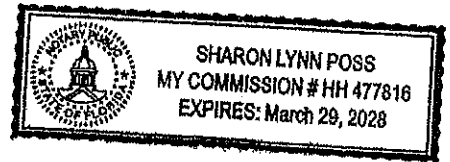
Personally known OR produced identification .

Type of identification produced _____.

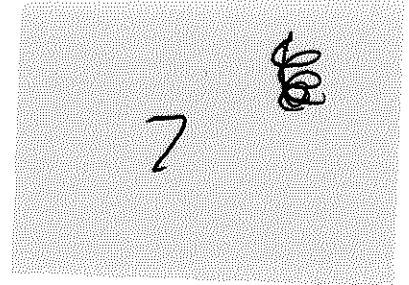


NOTARY PUBLIC

My Commission Expires: March 29, 2028
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 07/29/2024,
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **The Historical Society of Palm Beach County**
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 Historical Society of Palm Beach County**

Address: 300 N. Dixie Highway
Suite 471
West Palm Beach FL, 33401

Attention: Jeremy W. Johnson

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** **\$132,006**

1.3 **PROJECT DESCRIPTION (Project):** As provided in **Exhibit “A”**, attached hereto.

1.4 **PROJECT BUDGET:** As provided in **Exhibit “B”**, attached hereto.

1.5 **REPORTING SCHEDULE:** Interim report due 4/15/25

Final report due 10/31/25

1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 **EXPENDITURE DEADLINE: Final Reimbursement Request due to COUNTY September 8, 2025**

1.8 **GRANT PERIOD:** October 1, 2024 through September 30, 2025

1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

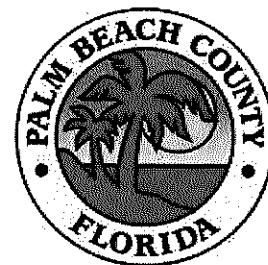
2.9 CREDITS: The GRANTEE must include the following credit designations for the agency managing their grant (Cultural Council of Palm Beach County), the funding source (Funded by the Tourist Development Council), and the grantor (Palm Beach County Board of County Commissioners).



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

(C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

DocuSigned by:
By: Emanuel Perry Date: 07/29/2024
187F80C7C13F47E...
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

DocuSigned by:
By: Joan Hutchinson Date: 7/22/24
892ABED01351401...
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: **GRANTEE FEDERAL TAX ID #:** 596158821
The Historical Society of Palm Beach County

DocuSigned by:
By: Jeremy Johnson
8823F546C65C45B...
Jeremy W. Johnson, President
Legal Name/Title

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

DocuSigned by:
By: Yelizaveta Herman
89FF141A0314455...
Yelizaveta B. Herman
County Attorney

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

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

Exhibit A

-Special Exhibition: Wish You Were Here; The Richard and Pat Johnson Palm Beach County History Museum. On display November 2024 - May 2025.

-"In Conversation with..." Lecture Series. This will be an engaging discussion style program, that will take place at the 1916 Historic Courtroom as well as Palm Beach Dramaworks.

-One Cocktail Party event will be marketed and promoted for Wish You Were Here in connection with the exhibition in the Hamptons, New York.

-One Cocktail party event will be marketed and promoted in Manhattan, New York.

-Temporary Exhibits at the 1916 Courthouse / HSPBC : Topics pertaining to Hispanic Heritage, Black History, Women's History, Holocaust Remembrance, History of Entrepreneurship in West Palm Beach, and Pride to attract a diverse audience to the Historic Courtroom in the 1916 Courthouse / HSPBC.

-Panel Discussion / Events for Women's History, Black History and Hispanic Heritage.

-Pop-Up Exhibits: Varied topics displayed in public outdoor spaces, venues, schools and libraries throughout the County year-round.

-History Talks: Lectures once a month for five months during season. They will take place in the Historic Courtroom at the 1916 Courthouse/HSPBC.

-Cocktails in Paradise: "Talk" about local historical location.

-Season Guide: Published and distributed to hotels, visitors, and members.

-"Behind the Palms" video documentary series will be produced and linked to social media, and played at various events.

-Evening on Antique Row; April 12, 2025 attracting in excess of 2,000 attendees to take place on Dixie Highway in the Antique Row District.

-Murder Mock Trial: 3 dates in season at the 1916 Courthouse/HSPBC.

-We will have several events at locations to be determined to promote "Wish You Were Here" and attract visitors to the Palm Beaches.

-We will be hosting a discussion/lecture celebrating Palm Beach County's contributions to the Design Community in January.

**CULTURAL COUNCIL
FY 2024/2025**

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

Grantee Name: The Historical Society of Palm Beach County							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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	890,000	890,000		890,000	45.8%	
Personnel: <i>Marketing (50% of allowable)</i>	20,000	50,000	70,000		70,000	3.6%	
Outside Professional Services: <i>Artistic</i>	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: <i>Marketing/PR</i>	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: <i>Other</i>	30,000	45,000	75,000		75,000	3.9%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A	75,000	75,000		75,000	3.9%	
Marketing/Advertising	22,006	30,000	52,006		52,006	2.7%	
All Other Remaining Operating Expenses	N/A	649,994	649,994		649,994	33.5%	
TOTAL EXPENSES*	\$ 132,006	\$ 1,809,994	\$ 1,942,000	\$ -	\$ 1,942,000	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue					-	-	
Membership Revenue			265,000		265,000	13.6%	
Contracted Services Revenue			15,000		15,000	0.8%	
Other Revenue			824,994		824,994	42.5%	
Corporate Contributions			75,000		75,000	3.9%	
Foundation Grants			350,000		350,000	18.0%	
Other Private Support			200,000		200,000	10.3%	
Government Grants (Federal)					-	-	
Government Grants (State)			80,000		80,000	4.1%	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		132,006		132,006	6.8%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 1,942,000	\$ -	\$ 1,942,000	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

Exhibit B In-Kind Explanation 2024-2025

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:	

Exhibit B Shortfall or Surplus Explanation: 2024-2025

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

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.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2023

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).

PRODUCER Mark Edward Partners LLC 505 Park Ave. New York NY 10022	CONTACT NAME: Barry Zimberg PHONE (A/C, No, Ext): (212) 355-5005 FAX (A/C, No): (212) 813-8085 E-MAIL ADDRESS: bjz@markedwardpartners.com																					
INSURED Historical Society of Palm Beach County P.O. Box 4364 West Palm Beach FL 33402	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Atlantic Specialty Insurance Company</td> <td colspan="2" style="text-align: center;">27154</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Atlantic Specialty Insurance Company	27154		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL23122212970 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	710-03-14-98-0012	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			710-03-14-98-0012	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			710-03-14-98-0012	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	406-04-01-69-0011	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			710-03-14-98-0012	01/01/2024	01/01/2025	Limit of Liability \$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 Palm Beach County Board of County Commissoiners Cultural Council of Palm Beach 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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Detail by Entity Name

Florida Not For Profit Corporation

THE HISTORICAL SOCIETY OF PALM BEACH COUNTY

Filing Information

Document Number	N32066
FEI/EIN Number	59-6158821
Date Filed	05/03/1989
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	11/24/2003
Event Effective Date	NONE

Principal Address

300 N. DIXIE HIGHWAY
SUITE 471
WEST PALM BEACH, FL 33401

Changed: 04/30/2008

Mailing Address

P.O. BOX 4364
WEST PALM BEACH, FL 33402-4364

Changed: 04/15/2009

Registered Agent Name & Address

JOHNSON, JEREMY W
300 NORTH DIXIE HIGHWAY
471
WEST PALM BEACH, FL 33401

Name Changed: 04/24/2014

Address Changed: 04/30/2008

Officer/Director Detail

Name & Address

Title VC

STEVENS, MARK
12941 Old Marsh Landing
Palm Beach Gardens, FL 33418

Title Chairman

Johnson, Richard S., Jr.
1706 Lakeside Drive North
Lake Worth, FL 33460

Title President

Johnson, Jeremy W
300 N. DIXIE HIGHWAY
SUITE 471
WEST PALM BEACH, FL 33401

Title Treasurer

Burns, Thomas
890 Briarwood Drive
West Palm Beach, FL 33415

Title Secretary

Chase, Joe
222 Almeria Rd
West Palm Beach, FL 33405

Title Officer

Alderton, Jeffrey
2283 Ibis Isle Rd W
Palm Beach, FL 33480

Title Officer

Archer, John
235 S County Rd Ste 2
Palm Beach, FL 33480

Title Officer

George, Ford, III
14792 Palmwood Road
Palm Beach Gardens, FL 33410

Title Officer

Murphy, Penny
7653 Edgewater Dr
West Palm Beach, FL 33406

Title Officer

Freitas, Mary
 7919 Flagler Court
 West Palm Beach, FL 33405

Annual Reports

Report Year	Filed Date
2021	02/11/2021
2022	03/07/2022
2023	05/01/2023

Document Images

<u>05/01/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/07/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/24/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/03/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/13/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/04/2014 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/24/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/04/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/17/2009 -- ANNUAL REPORT</u>	View image in PDF format
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<u>04/30/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2007 -- ANNUAL REPORT</u>	View image in PDF format
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<u>04/22/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/24/2003 -- REINSTATEMENT</u>	View image in PDF format
<u>02/04/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/11/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/14/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/24/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/28/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/20/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/17/1996 -- ANNUAL REPORT</u>	View image in PDF format



Florida Department of State, Division of Corporations

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

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



(signature of officer or representative)

Jeremy W. Johnson, President

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 30th day of JULY, 2024, by Jeremy W. JOHNSON

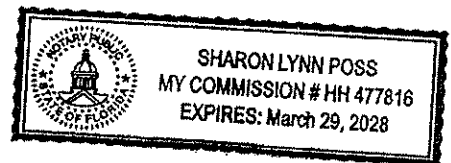
Personally known OR produced identification .

Type of identification produced _____

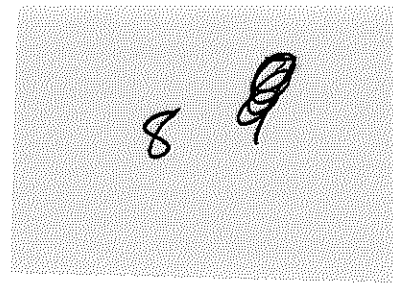


NOTARY PUBLIC

My Commission Expires: March 29, 2028
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024, 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: 731 Lake Ave
Lake Worth, FL 33460

Attention: Michael W. McKeich

1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): **\$134,488**

1.3 PROJECT DESCRIPTION (Project): As provided in **Exhibit “A”**, attached hereto.

1.4 PROJECT BUDGET: As provided in **Exhibit “B”**, attached hereto.

1.5 REPORTING SCHEDULE: Interim report due 4/15/25

Final report due 10/31/25

1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 EXPENDITURE DEADLINE: **Final Reimbursement Request due to COUNTY September 8, 2025**

1.8 GRANT PERIOD: **October 1, 2024 through September 30, 2025**

1.9 GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

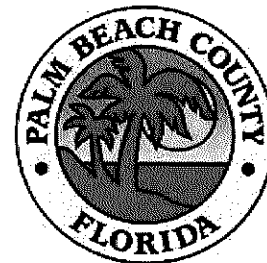
GRANTEE shall submit quarterly, as outlined in **Exhibit "C"**, to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

2.10 FAMILARIZATION TOURS, DESTINATION REVIEWS, FILM OPPORTUNITIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17 E-VERIFY – EMPLOYMENT ELIGIBILITY: GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

(G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.
- (B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

- (C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

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

APPROVED AS TO TERMS AND CONDITIONS

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

GRANTEE ORGANIZATION:

The Lake Worth Playhouse Inc.

By: DocuSigned by: Michael W. McKeich

Michael W. McKeich, President
Legal Name/Title

GRANTEE FEDERAL TAX ID #: 59-6138280

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

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

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

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

Exhibit A

Lake Worth Playhouse

I. MAIN STAGE PERFORMANCE SEASON [5 full-scale productions]

- 3 Popular Musicals: The Prom (Oct 4-20, 2024), The Sound of Music (Jan 17 – Feb 2, 2025), and The Producers (Apr 11 – 27, 2025)
- 1 Play: Brighton Beach Memoirs (Nov 15 – Dec 1, 2024)
- 1 Comedy/Mystery: The Play That Goes Wrong (Feb 28 – Mar 16, 2025)

II. MAIN STAGE SHORT-RUN PRODUCTIONS [full-scale, short-run performances]

- Diva's Christmas Party (Dec 2024)
- Radio Play TBD (Dec 2024)
- Send in the Queens (March 2025)
- Summer Musical TBD (July 2025)
- Diva's Show (August 2025)

III. BLACK BOX SERIES [3 short-run plays in Stonzek Studio Theatre]

- 5 Lesbians Eating A Quiche (Nov 1 – 10, 2024)
- Frankie and Johnny in the Clair de Lune (Feb 6 – 16, 2025)
- This Is Our Youth (Mar 27 – Apr 6, 2025)

IV. BLACK BOX SQUARE 1 AND STAGED READINGS [Original short plays / Stage Readings of Award-Winning plays in Stonzek Studio Theatre]

- Staged Reading (Fall 2024)
- Square 1 Short Plays (Winter 2025)
- Staged Reading (Spring 2025)
- Square 1 Short Plays (August 2025)

V. PLAYHOUSE CONCERT SERIES [3-5 bands/ 1 performance of each, October 2024 through May 2025]

- 5 Live Bands: Includes jazz, Broadway standard, classic rock and folk music sprinkled throughout the season.

VI. STONZEK – INDEPENDENT & FOREIGN FILMS [Stonzek Studio Theatre]

- Daily Screenings: 6 per week/312 per year

CULTURAL COUNCIL
FY 2024/2025

Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET

Grantee Name: The Lake Worth Playhouse		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)
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant Fiscal Year)		(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Expenses								
Personnel: Admin/Tech/Artistic		N/A	335,000	335,000		335,000	40.3%	
Personnel: Marketing (50% of allowable)		18,250	19,750	38,000		38,000	4.6%	
Outside Professional Services: Artistic		34,488	85,000	119,488		119,488	14.4%	
Outside Professional Services: Marketing/PR		12,000	5,000	17,000		17,000	2.0%	
Outside Professional Services: Other				-		-	-	
Space Rental for Program				-		-	-	
Rent/Mortgage		N/A		-		-	-	
Marketing/Advertising		69,750	50,000	119,750		119,750	14.4%	
All Other Remaining Operating Expenses		N/A	175,000	175,000	27,400	202,400	24.3%	
TOTAL EXPENSES*		\$ 134,488	\$ 669,750	\$ 804,238	\$ 27,400	\$ 831,638	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)								
Revenue								
Admissions (Tickets/Subscriptions) Revenue				436,800	27,400	464,200	55.8%	
Membership Revenue				680		680	0.1%	
Contracted Services Revenue				12,729		12,729	1.5%	
Other Revenue				54,500		54,500	6.6%	
Corporate Contributions						-	-	
Foundation Grants				19,006		19,006	2.3%	
Other Private Support				89,418		89,418	10.8%	
Government Grants (Federal)						-	-	
Government Grants (State)				56,617		56,617	6.8%	
Government Grants (Local)						-	-	
TDC Grant Award Amount		(Matches total of column A above)		134,488		134,488	16.2%	
Grantee Cash-Budget shortfall/(surplus)***						-	-	
TOTAL REVENUES*				\$ 804,238	\$ 27,400	\$ 831,638	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

Exhibit B In-Kind Explanation 2024-2025

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:	

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App 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 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.
- 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

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 McKeich
(signature of officer or representative)

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

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 30th day of July, 2024, by Michael McKeich.

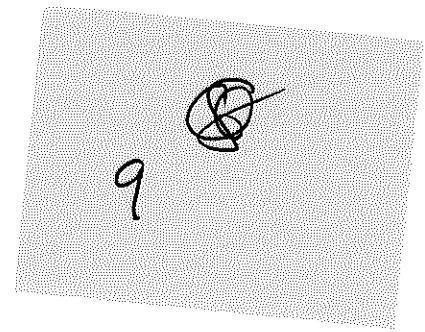
Personally known OR produced identification .

Type of identification produced FL DL.

Nylah Mohammed
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 07/11/2024,
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): **\$137,961**

1.3 PROJECT DESCRIPTION (Project): As provided in **Exhibit “A”**, attached hereto.

1.4 PROJECT BUDGET: As provided in **Exhibit “B”**, attached hereto.

1.5 REPORTING SCHEDULE: Interim report due 4/15/25

Final report due 10/31/25

1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 EXPENDITURE DEADLINE: **Final Reimbursement Request due to COUNTY September 8, 2025**

1.8 GRANT PERIOD: **October 1, 2024 through September 30, 2025**

1.9 GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

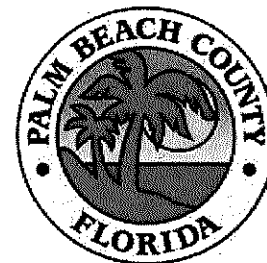
2.9 **CREDITS:** The GRANTEE must include the following credit designations for the agency managing their grant (Cultural Council of Palm Beach County), the funding source (Funded by the Tourist Development Council), and the grantor (Palm Beach County Board of County Commissioners).



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.
- (B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

- (C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

- 3.1 **ORDINANCE AMENDMENT:** Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 95-30, as amended, as the County may from time to time deem appropriate.

- 3.2 **PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE's performance and COUNTY's performance and obligation to pay under this Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category B, and an annual appropriation by the COUNTY for the purposes and uses described in this Agreement.

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 PUBLIC ENTITY CRIMES: As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 SEVERABILITY: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by: Emanuel Perry Date: 07/11/2024
Emanuel Perry, Executive Director
Tourist Development Council

APPROVED AS TO TERMS AND CONDITIONS

By: DocuSigned by: Joan Hutchinson Date: 7/9/24
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:

GRANTEE FEDERAL TAX ID #: 591118672

Lighthouse Art Center, Inc.

By: DocuSigned by: Jenifer Licata

Jenifer Licata, Executive Director
Legal Name/Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

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

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

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

Exhibit A – Lighthouse ArtCenter

LUSH 3

September 12 – November 16, 2024

The third edition of a biennial contemporary ceramics exhibition, *LUSH 3* showcases the newest and most innovative practices in the field of ceramics. The exhibition provides a platform for contemporary artworks that prominently utilize clay as their main material.

Each edition of *Lush* includes a contemporary artist working primarily in 2D media. *LUSH 3* features the work of underwater photographer Chris Leidy, who is recognized for his global expeditions to capture breathtaking images from below the ocean's surface.

October 17: Reception for *Lush 3* artists

Celebrate! Honoring Our Inclusive Art for All Outreach Programs & the Talents of Our Faculty

December 5-18, 2024

An exhibition of artwork made by students in 16 of Lighthouse ArtCenter's outreach programs devoted to underserved communities. From veterans to residents in assisted living facilities, and from underprivileged children to adults with special needs, this exhibition celebrates our diversity and the powerful drive to express ourselves creatively.

This exhibition also includes the latest creations of Lighthouse ArtCenter's esteemed faculty members. Before the new session of classes begins on January 6, 2025, members and guests have the opportunity to delve into the evolving styles of their beloved instructors, acquire their latest creations, and enroll in upcoming classes.

December 5: Opening Reception

December 7: Holiday Sale- The Annual Holiday Sale is an event featuring over 25 talented artists who will be selling handcrafted ceramics, soaps, glass, and jewelry. It's a festive shopping experience where visitors can find unique, one-of-a-kind gifts for the holiday season while supporting local artists. The sale provides a diverse selection of high-quality, creative items perfect for holiday gift-giving.

Tyler K. Smith: Brainz 'N Boltz

January 16 - February 22, 2025

New York artist Tyler K. Smith draws upon a storied career spanning art, illustration, theatre, television, and film to create a world of fantastical creatures and futuristic machines. Combining traditional formalist concerns with the visual language of comic books and science fiction, Smith draws, paints, and constructs armies of lifeforms reveling in technology and racing through a gasoline-drenched world. Smith's knowledge of the internal logic of bodies and machines allows him to seamlessly blend the organic and the mechanical, resulting in dynamic and powerful gestural statements that celebrate dramatic action and embody extreme speed.

January 16: Artist reception and artist talk by Tyler K. Smith

Exhibit A

February 14: Jason Newsted & Friends Concert

February 15: Jason Newsted & Friends Concert

12th Annual Plein Air Festival

March 2 - 8, 2025

12th Annual Plein Air Festival, 35 Celebrated Plein Air artists from around the country make new bodies of work in and around Tequesta, FL.

March 2: Paint Out Competition

March 5: Artist Meet and Greet – Small Works Sale

March 7: Collectors' Party -The Collectors' Party is the main event of our Plein Air Festival, attracting over 300 visitors. Open to the public, it showcases all competition pieces, available for purchase. This event offers a vibrant atmosphere where attendees can meet artists and celebrate plein air artistry.

March 8: Battle of the Brushes - Small Works Sale

47th Annual Member Show

March 18 – April 11, 2025

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

March 20: Artist Opening Reception

Roadside Reveries

April 24 – August 1, 2025

Roadside Reveries is an exhibition of contemporary art that examines uncanny recollections of Florida vacations, the allure of animals and roadside attractions, and the differences between an art gallery and a souvenir shop. Featuring 25 artists from across Florida and the United States, this exhibition explores the altered states of vacation and travel, and the curious moments that stay with you long after the trip has ended. Like souvenirs, the artworks in *Roadside Reveries* contain hidden narratives and reflect the haunting beauty that can be found in the uncertainty of the open road.

This exhibition will include a display of community members' souvenirs loaned to the gallery for the exhibition.

April 24: Opening Reception

May 9: "Souvenir Stories" community event.

May 29: Panel discussion with curator and artists

**CULTURAL COUNCIL
FY 2024/2025**

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

Grantee Name: Lighthouse ArtCenter							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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	184,000	184,000	368,000	552,000	31.9%	
Personnel: <i>Marketing (50% of allowable)</i>	25,000	12,500	37,500	12,500	50,000	2.9%	
Outside Professional Services: <i>Artistic</i>		53,750	53,750	161,250	215,000	12.4%	
Outside Professional Services: <i>Marketing/PR</i>	40,000	13,437	53,437		53,437	3.1%	
Outside Professional Services: <i>Other</i>	2,961		2,961		2,961	0.2%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	70,000	27,333	97,333	54,667	152,000	8.8%	
All Other Remaining Operating Expenses	N/A		-	706,042	706,042	40.8%	
TOTAL EXPENSES*	\$ 137,961	\$ 291,020	\$ 428,981	\$ 1,302,459	\$ 1,731,440	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			35,750	71,500	107,250	6.2%	
Membership Revenue			47,500	95,000	142,500	8.2%	
Contracted Services Revenue					-	-	
Other Revenue			50,000	485,959	535,959	31.0%	
Corporate Contributions				75,000	75,000	4.3%	
Foundation Grants				250,000	250,000	14.4%	
Other Private Support			157,770	325,000	482,770	27.9%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		137,961		137,961	8.0%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 428,981	\$ 1,302,459	\$ 1,731,440	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			

Exhibit B In-Kind Explanation 2024-2025

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:	

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
----------------------	--

Shortfall Explanation:

If Income/Expense creates a net **shortfall (loss)**, please provide a short explanation of the source of funds (listed under "App 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 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.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2023

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).

PRODUCER Lamb Insurance Services 20 Lexington Avenue Suite 2620 New York NY 10170	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : GuideOne Specialty Mutual Insu</td> <td style="border: none;">14559</td> </tr> <tr> <td style="border: none;">INSURER B : GuideOne Mutual Insurance Comp</td> <td style="border: none;">15032</td> </tr> <tr> <td style="border: none;">INSURER C : USLI</td> <td style="border: none;">25895</td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GuideOne Specialty Mutual Insu	14559	INSURER B : GuideOne Mutual Insurance Comp	15032	INSURER C : USLI	25895	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : GuideOne Specialty Mutual Insu	14559														
INSURER B : GuideOne Mutual Insurance Comp	15032														
INSURER C : USLI	25895														
INSURER D :															
INSURER E :															
INSURER F :															

INSURED
 Lighthouse Artcenter Inc
 373 Tequesta Dr.
 Tequesta FL 33469

License#: PC-1013055
 LIGHART-01

COVERAGES **CERTIFICATE NUMBER: 819130596** **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.

INSURER	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		010034370	11/25/2023	11/25/2024	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 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			001789479	11/25/2023	11/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,500			010036703	11/25/2023	11/25/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				
A C C	Sexual Abuse & Molestation Directors & Officers Employment Practices			010034370 NDO1578258C NDO1578258C	11/25/2023 11/25/2023 11/25/2023	11/25/2024 11/25/2024 11/25/2024	\$1M Each Claim \$1M Each Claim \$1M Each Claim \$3M Aggregate \$1M Aggregate \$1M Aggregate

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 Palm Beach County Board of County Commissioners c/o Cultural Council of Palm Beach County 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
--	--



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

Detail by Entity Name

Florida Not For Profit Corporation
LIGHTHOUSE ARTCENTER, INC.

Filing Information

Document Number	708398
FEI/EIN Number	59-1118672
Date Filed	02/01/1965
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	07/12/2010
Event Effective Date	NONE

Principal Address

373 TEQUESTA DRIVE
TEQUESTA, FL 33469

Changed: 03/08/1996

Mailing Address

373 TEQUESTA DRIVE
TEQUESTA, FL 33469

Changed: 03/08/1996

Registered Agent Name & Address

Licata, Jenifer
373 TEQUESTA DR.
TEQUESTA, FL 33469

Name Changed: 06/12/2024

Address Changed: 03/06/2009

Officer/Director Detail

Name & Address

Title President

Title VP

O'Neill, Jane
 373 TEQUESTA DRIVE
 TEQUESTA, FL 33469

Title Executive Director

Licata, Jenifer
 373 TEQUESTA DRIVE
 TEQUESTA, FL 33469

Title Treasurer

DeAloia, Patricia
 373 TEQUESTA DRIVE
 TEQUESTA, FL 33469

Annual Reports

Report Year	Filed Date
2023	02/20/2023
2024	02/09/2024
2024	06/12/2024

Document Images

06/12/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
02/20/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
09/01/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
01/03/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
05/11/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2016 -- ANNUAL REPORT	View image in PDF format
01/26/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/17/2011 -- ANNUAL REPORT	View image in PDF format
07/12/2010 -- Amendment and Name Change	View image in PDF format
01/27/2010 -- ANNUAL REPORT	View image in PDF format

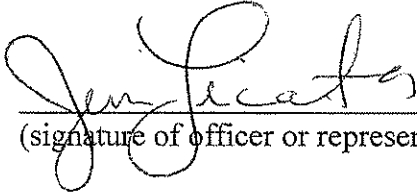
07/03/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
02/01/2005 -- ANNUAL REPORT	View image in PDF format
01/19/2004 -- ANNUAL REPORT	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
05/29/2001 -- ANNUAL REPORT	View image in PDF format
03/08/2000 -- ANNUAL REPORT	View image in PDF format
11/15/1999 -- Name Change	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
03/26/1998 -- ANNUAL REPORT	View image in PDF format
02/06/1997 -- ANNUAL REPORT	View image in PDF format
03/08/1996 -- ANNUAL REPORT	View image in PDF format
04/03/1995 -- ANNUAL REPORT	View image in PDF format

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 ArtCenter** (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)

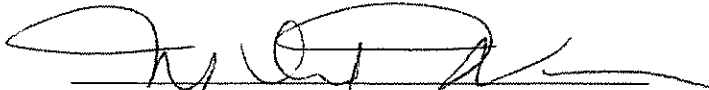
Jenifer Licata, Executive Director
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

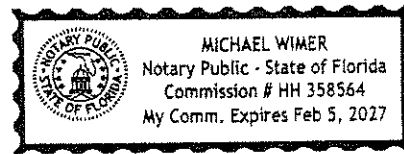
Sworn to and subscribed before me by means of physical presence or online notarization this, 1 day of August 2024, by Jenifer Licata.

Personally known OR produced identification

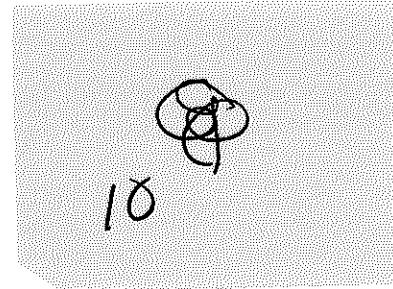
Type of identification produced FLDL.



NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024, 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.** 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: Jesse Rosen

1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award):\$136,473

1.3 PROJECT DESCRIPTION (Project): As provided in **Exhibit “A”**, attached hereto.

1.4 PROJECT BUDGET: As provided in **Exhibit “B”**, attached hereto.

1.5 REPORTING SCHEDULE: Interim report due 4/15/25

Final report due 10/31/25

1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 EXPENDITURE DEADLINE: **Final Reimbursement Request due to COUNTY September 8, 2025**

1.8 GRANT PERIOD: **October 1, 2024 through September 30, 2025**

1.9 GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

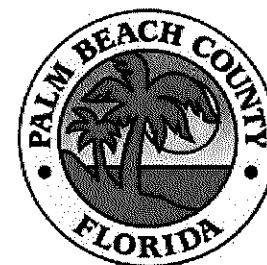
2.9 CREDITS: The GRANTEE must include the following credit designations for the agency managing their grant (Cultural Council of Palm Beach County), the funding source (Funded by the Tourist Development Council), and the grantor (Palm Beach County Board of County Commissioners).



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.
- (B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

- (C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

- 3.1 **ORDINANCE AMENDMENT:** Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 95-30, as amended, as the County may from time to time deem appropriate.

- 3.2 **PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE's performance and COUNTY's performance and obligation to pay under this Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category B, and an annual appropriation by the COUNTY for the purposes and uses described in this Agreement.

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 PUBLIC ENTITY CRIMES: As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 SEVERABILITY: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

DocuSigned by:
By: Emanuel Perry Date: 08/01/2024
187F86C7C19F47E...
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

DocuSigned by:
By: Joan Hutchinson Date: 7/11/24
892ABED87551401...
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: **GRANTEE FEDERAL TAX ID #:** 59-1582799
Mandel Jewish Community Center of the Palm Beaches Inc.

DocuSigned by:
By: [Signature]
C9069AB578C04F9...
Jesse Rosen, President & CEO
Legal Name/Title

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

DocuSigned by:
By: Yelizaveta Herman
03FF411A8914455...
Yelizaveta B. Herman
County Attorney

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

DocuSigned by:
By: Dave Lawrence
04D17AB109424D8...
Dave Lawrence, President and CEO

Exhibit A

Mandel JCC

To meet the community's need for exceptional and engaging events, the Mandel JCC offers a multifaceted calendar of Jewish cultural arts. From October 1- September 30, programming will include the 35th Palm Beach Jewish Film Festival, a year-long book festival, a lifelong learning institute of lectures and lunch and learns, as well as various arts and culture special events.

The Palm Beach Jewish Film Festival brings the finest examples of Jewish cinema from around the world to Palm Beach County, drawing permanent residents from all surrounding areas including Dade, Broward, and Martin counties as well as snowbirds and tourists from around the country, most prominently the east coast. Films range from comedic to dramatic, contemporary to historical, animated to documentaries, yet they all share themes that resonate with a diverse population. The Palm Beach Jewish Film Festival stands out from typical theater going and watching films from home because it offers film premiers, talk backs and Q&As. These unique additions make it even more attractive for people to come out and travel to see films as they are films they can't get elsewhere with added touchpoints with the film directors, producers, and actors. The grant will help us promote these unique characteristics to different audiences. This year's festival will be hosted in three locations. The first week from January 26-January 30th will be at our Mandel JCC in Palm Beach Gardens. The second week will be from February 1-6 at a movie theater in Boynton Beach, and the third week will be from February 8-February 13 at a theater in Lake Worth. Showing films in three locations allows us to promote to even more counties that are both north and south of our locations and broadens our reach even more.

The Mandel JCC Book Festival will host events from November 2024- April 2025 with 9 events in total. Our first event that we consider our kick-off event is typically the largest of the season and will take place in November. This is our Celebrating Sisterhood Brunch that will be held at a local restaurant. We promote it as a women's event and it brings in women from all over to celebrate the written word. The authors we are bringing in this year are nationally celebrated authors- including best-selling authors and award winning authors that will help bring in audiences from around the country. These authors will not be in every city so we will use our grant dollars to promote these events so fans of these authors will travel to our location.

This year for lifelong learning we will be welcoming speakers such as Robert Watson and Leslie Goddard. These are two historians that have a huge following and typically bring in over 100 people to their events. Their notoriety as well as their multimedia presentations and relevant topics are a huge draw for a more senior audience. We will use the grant money to market to senior living facilities and gated communities to bring tour busses of residents to see these events. Our budget often allows us to bring in speakers that these facilities can't so we believe it will be a great draw for them to participate. In addition, we'll host lunch and learns at our Boynton Beach facility with other important lecturers from universities, synagogues, etc. that are well-known in their field and will draw people from outside the county.

And lastly, we'll host arts and culture special events at both our Palm Beach Gardens and Boynton Beach facilities. These will range from musical events, comedian events, and other Jewish related content. We are bringing in two cantors from New Jersey that we hosted last year. They sing songs

Exhibit A

from the 70s era and we brought in over 400 people between our two locations. The genre of music, the Jewish piece, and the origin of the cantors helped bring in people from across the country, specifically from that north east area of the country. We will host this event again in early 2025 and build on its success by adding other musical events with national awareness. These arts and culture events will be held once a month in October through April in each of our locations. We will use our marketing grant dollars to reach people across the country through social media, advertising, and direct mailings.

CULTURAL COUNCIL FY24/25

Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET

Grantee Name: Mandel Jewish Community Center							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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	113,000	113,000	8,717,345	8,830,345	58.6%	
Personnel: <i>Marketing (50% of allowable)</i>	26,773	131,907	158,680	105,133	263,813	1.8%	
Outside Professional Services: <i>Artistic</i>	25,000	44,203	69,203	-	69,203	0.5%	
Outside Professional Services: <i>Marketing/PR</i>	-	-	-	9,372	9,372	0.1%	
Outside Professional Services: <i>Other</i>	45,000	75,000	120,000	390,364	510,364	3.4%	
Space Rental for Program	11,700	-	11,700	-	11,700	0.1%	
Rent/Mortgage	N/A		-	-	-	-	
Marketing/Advertising	28,000	8,000	36,000	49,750	85,750	0.6%	
All Other Remaining Operating Expenses	N/A	12,000	12,000	5,282,224	5,294,224	35.1%	
TOTAL EXPENSES*	\$ 136,473	\$ 384,110	\$ 520,583	\$ 14,554,188	\$ 15,074,771	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			157,060	-	157,060	1.0%	
Membership Revenue			68,550	-	68,550	0.5%	
Contracted Services Revenue				11,010,757	11,010,757	73.0%	
Other Revenue				294,773	294,773	2.0%	
Corporate Contributions				-	-	-	
Foundation Grants				1,347,461	1,347,461	8.9%	
Other Private Support			158,500	1,901,197	2,059,697	13.7%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		136,473		136,473	0.9%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 520,583	\$ 14,554,188	\$ 15,074,771	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			

Exhibit B

In-Kind Explanation 2024-2025

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:	

Exhibit B

Shortfall or Surplus Explanation: 2024-2025

Grantee Name: _____

Shortfall Explanation:

If Income/Expense creates a net **shortfall (loss)**, please provide a short explanation of the source of funds (listed under "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

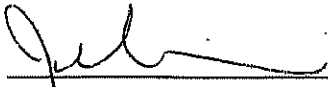
- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, 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.
- 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

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 Jewish Community Center of the Palm Beaches 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)

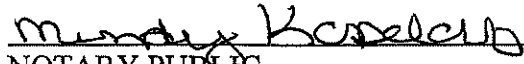
Jesse Rosen, President & CEO
(printed name and title of officer or representative)

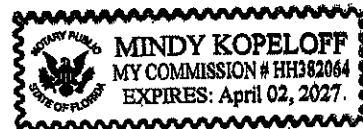
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of July 2024, by Jesse Rosen

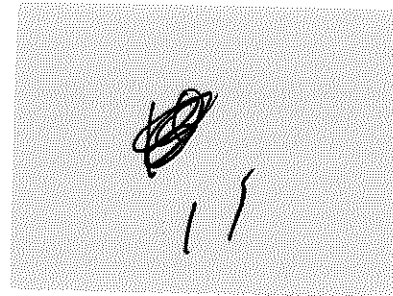
Personally known OR produced identification .

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024,
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.**
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.**

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

Attention: Charlene Farrington

1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): **\$129,766**

1.3 PROJECT DESCRIPTION (Project): As provided in **Exhibit “A”**, attached hereto.

1.4 PROJECT BUDGET: As provided in **Exhibit “B”**, attached hereto.

1.5 REPORTING SCHEDULE: Interim report due 4/15/25

Final report due 10/31/25

1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 EXPENDITURE DEADLINE: Final Reimbursement Request due to COUNTY September 8, 2025

1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025

1.9 GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.
- (B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

- (C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

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

APPROVED AS TO TERMS AND CONDITIONS

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

GRANTEE ORGANIZATION:

GRANTEE FEDERAL TAX ID #: 65-0687303

Spady Cultural Heritage Museum, Inc.

By: DocuSigned by: Charlene Farrington

Charlene Farrington, Executive Director
Legal Name/Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

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

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

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

Exhibit A

SPADY MUSEUM BLACK HISTORY ARCHIVES and EXHIBITION PROGRAM

Location: Spady Museum

Date(s): Year-round, museum hours 11:00 am - 4:00 pm Tuesday - Saturday

The Spady Museum Black History Archives are at the heart of our mission (to expand, preserve, and present the culturally diverse history of the black communities in PBC) and is a continuous work-in progress. The Spady Museum collects PBC'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 include a permanent collection as well as exhibits on loan that highlight the historical and cultural significance of people and places from the African Diaspora. The following is the tentative schedule exhibition schedule with accompanying exhibit program activities for FY24-25 drafted by our Exhibition Manager, Khaulah Nuruddin.

Program dates and activities are subject to change.

Title TBD – Solo exhibition of multimedia works by Ives Gabriel

Spady House: October 2024– January 2025

Reception: October 2024

Public artist workshop – Date (time)

Artist talk – Date (time)

Ozie Youngblood – ephemera, artifacts and memorabilia from museum archive

Williams Cottage: October 2024– December 2024

Water Works – Water exhibit incorporating the Bahamian local connection – Evan Bennet and Cathleen Dean photography and video.

Spady House: February 2025 – September 2025

Evan Bennet: film screening – Date (time)

Cathleen Dean: artist talk – Date (time)

Walk to the water in Delray Beach – Date (time)

RIDE & 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. Location: Five historic districts of Delray Beach (West Settler's, Old School Square, Del Ida, Nassau, and Marina). Tour begins and ends at the Spady Museum, which is in the West Settler's District.

Date(s): Year-round for public and private tours

LECTURE SERIES include Sankofa Study Group, Sip & See, and other co-hosted lectures and speaker series.

These programs focus on topics and issues the Black community experiences both historically and currently.

Location: Spady Museum or similar cultural partner venues depending on the event presentation

Date(s): Year-round

KWANZAA and KUUMBA VILLAGE have been combined to create a more enriching experience for attendees.

KWANZAA is an African-Americans celebration of life from 12/26-1/1. Kuumba is the Kwanzaa principle that celebrates creativity and uplifts community. This program is for the purpose of celebrating life and helping under-served families and the homeless with creating gifts for the holidays at no cost to them.

Location: Spady Museum

MARTIN LUTHER KING, JR. BRUNCH 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. Location: Indian Spring Country Club or similar venue to accommodate up to 400 guests

BLACK HISTORY MONTH YOUTH ARTS FESTIVAL is a Black history youth awareness arts festival, inspiring youth throughout Palm Beach County to participate in a multi-discipline arts festival that is open to the public. All festival attendees will the opportunity to participate in the Community Drum Circle that showcases

Exhibit A

a special 50 to 100 Drums presentation of Unity in the Community and other festival activities. Location: Spady Museum

A DELRAY BEACH FAMILY AFFAIR (FLORIDA EMANCIPATION DAY) commemorates the emancipation of the enslaved in Florida. This celebration may include a concert, public art projects and other artistic activities that represents the significance of Florida's emancipation. Location: Spady Museum and/or public venues in Palm Beach County

JUNETEENTH commemorates the emancipation of the enslaved in the United States. This celebration may include a concert, public art projects and other artistic activities that represents the significance of Juneteenth.

Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET

Grantee Name: Spady Cultural Heritage Museum, Inc.							
Program Budget Detail: October 1, 2023 to September 30, 2024 (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	103,342	103,342	40,228	143,570	27.1%	
Personnel: Marketing (50% of allowable)			-		-	-	
Outside Professional Services: Artistic	9,250		9,250		9,250	1.7%	
Outside Professional Services: Marketing/PR	58,600	17,658	76,258	-	76,258	14.4%	
Outside Professional Services: Other	20,516	26,000	46,516	30,000	76,516	14.4%	
Space Rental for Program		2,000	2,000		2,000	0.4%	
Rent/Mortgage	N/A		-	115,295	115,295	21.7%	115,295
Marketing/Advertising	41,400		41,400		41,400	7.8%	
All Other Remaining Operating Expenses	N/A		-	66,272	66,272	12.5%	
TOTAL EXPENSES*	\$ 129,766	\$ 149,000	\$ 278,766	\$ 251,795	\$ 530,561	100%	\$ 115,295
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			15,000	4,500	19,500	3.7%	
Membership Revenue				8,000	8,000	1.5%	
Contracted Services Revenue				4,000	4,000	0.8%	
Other Revenue			15,000	10,000	25,000	4.7%	
Corporate Contributions				10,000	10,000	1.9%	
Foundation Grants			8,000	50,000	58,000	10.9%	
Other Private Support					-	-	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)			111,000	165,295	276,295	52.1%	115,295
TDC Grant Award Amount	(Matches total of column A above)		129,766		129,766	24.5%	
Grantee Cash-Budget (shortfall)/surplus***					-	-	
TOTAL REVENUES*			\$ 278,766	\$ 251,795	\$ 530,561	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 worksheet (tab 2)

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

Exhibit B In-Kind Explanation

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:	
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:	

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.
- 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

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 **Spady Cultural Heritage Museum, 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.

Charlene Farrington
(signature of officer or representative)

Charlene Farrington, Executive Director
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 31st day of July, 2024, by Charlene Farrington

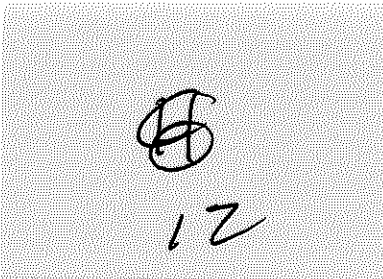
Personally known OR produced identification .

Type of identification produced _____.

Joyce Clifford
NOTARY PUBLIC
My Commission Expires: May 27, 2024
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 07/11/2024,
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: Holly Stewart

1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): **\$139,450**

1.3 PROJECT DESCRIPTION (Project): As provided in **Exhibit “A”**, attached hereto.

1.4 PROJECT BUDGET: As provided in **Exhibit “B”**, attached hereto.

1.5 REPORTING SCHEDULE: Interim report due 4/15/25

Final report due 10/31/25

1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.

1.7 EXPENDITURE DEADLINE: Final Reimbursement Request due to COUNTY September 8, 2025

1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025

1.9 GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 **IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 **PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 **PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

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

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

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

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

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

Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

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

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

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



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

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.19 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

- 3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
- 4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.20 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.
- (B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO
Cultural Council For Palm Beach County, Inc.
601 Lake Avenue
Lake Worth Beach, FL 33460

- (C) As to the COUNTY: Addressed as follows:

Executive Director
Tourist Development Council
2195 Southern Blvd., #500
West Palm Beach, Florida 33406

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

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

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

ARTICLE III

SPECIAL CONDITIONS

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

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

ARTICLE IV

EXECUTIVE DIRECTOR APPROVAL REQUIRED

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

ARTICLE V

PUBLIC ENTITY CRIMES

5.1 PUBLIC ENTITY CRIMES: As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

5.2 SEVERABILITY: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

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

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by: Emanuel Perry Date: 07/11/2024
187F96C7C13F47E...
Emanuel Perry, Executive Director
Tourist Development Council

APPROVED AS TO TERMS AND CONDITIONS

By: DocuSigned by: Joan Hutchinson Date: 7/8/24
092A8ED81651461...
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: Young Singers of the Palm Beaches, Inc. **GRANTEE FEDERAL TAX ID #:** 30-0193514

By: DocuSigned by: Holly Stewart
3193F6EF8EF44C7...
Holly Stewart, Executive Director
Legal Name/Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY

By: DocuSigned by: Yelizaveta Herman
08FF141A981446E...
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

December 2024 Ensembles of YSPB singers perform at municipal tree lightings including the cities of Boynton Beach, Lake Clarke Shores and Boca Raton. YSPB's Choir in the Glades performs at the annual Holiday Celebration at McDonald Park outside the Lawrence E Will Museum.

December 14, 2024 "Winter Tapestry" concert- Approximately 350 youth in 2nd through 12th grade from YSPB's Kravis and Boynton Beach Cultural Center Performance choirs present their annual holiday concert in Dreyfoos Hall at the world renown Kravis Center for the Performing Arts. They are accompanied by a live orchestra of professional musicians. This production attracted 1,958 people in December 2023. Based on historical surveys, this event attracts a diverse audience of in-county and out-of-county residents including singer families, extended family members from across the nation and world, alumni families, and seasonal tourists who enjoy opening the holiday season with this annual tradition.

April 2025 Black Gold Jubilee – YSPB's Choir in the Glades will perform at Black Gold Jubilee, our Western Region's largest community-based festival attracting visitors from Palm Beach, Glades, Okeechobee and Hendry Counties.

May 4, 2025, Spring Concert - More than 300 youth in 2nd through 12th grade from YSPB's Performance choirs present their annual community concert in the Kravis Center for the Performing Arts' Dreyfoos Hall. They are accompanied by an orchestra of professional musicians and there is a Beyond the Stage performance by YSPB's free afterschool choirs prior to the event on the grand staircase in the lobby. This production attracted 1,936 people last year. Based on historical surveys, this event attracts a diverse audience of in-county and out of county residents including singers' families, extended family members from across the nation and world, alumni families, and visiting families.

In addition to the events listed, YSPB collaborates with other arts and culture institutes with the goal of increasing attendance for all cultural and performing art events. Our Kravis Center, Boynton Beach and Glades Choirs perform at community events including 9/11 memorials, at Yesteryear Village, for Palm Beach Roundtable, at the Mayor's Ball, the International Polo Festival, Martin Luther King memorials, breast cancer awareness events, community parades and at the Florida Theater Conference. This year we plan to add another satellite performance choir in Northern Palm Beach County. Cumulatively, we expect YSPB's performance and outreach programs to participate in 35 community performances and events during our 2024-2025 season reaching an audience of over 25,000.

While our community concerts and collaborative performances with organizations like the Palm Beach Opera, Palm Beach Symphony, and International Polo Festival attract out-of-town visitors, funding from the Cultural Council Tourism Development Fund will specifically support advertising to recruit performers and audience members for our December 14, 2024, Winter Tapestry and May 4, 2025, Spring Concerts at the Kravis Center for the Performing Arts. Since our return to in person performances, marketing efforts funded by the Tourism and Development have increased our audiences 48% compared to our December 2021 performance and 16% compared to our pre-COVID audience. Our intent is to capitalize on our June 8, 2024, concert at Carnegie Hall to attract visiting audiences, especially families, who may vacation in Palm Beach.

Exhibit A

YSPB engages in numerous collaborations which provide opportunities for cross marketing. For example, our partnership as the children's choir for the Palm Beach Opera and Palm Beach Symphony allows us to reach a broader audience, increasing ticket sales for both organizations' performances. Our cooperative relationship with the Kravis Center has expanded their youth and family audience and allowed our signers to perform with touring productions like Floyd Nation. We also capitalize on these partnerships to expand our virtual footprint. For example, Palm Beach Symphony's production of "The Shoe Bird" featuring a YSPB ensemble, reached a national audience of over 15 million households and was nominated for two Suncoast Emmys. "Christmas Overtime", a made for TV romantic movie featuring a YSPB ensemble, is being released this holiday season. YSPB recordings have been featured in local, state and national award ceremonies and conferences including in a commercial in Ireland and on a PBS Kids' show.

CULTURAL COUNCIL

Category CII - Cultural Marketing

FY 2024/2025

INCOME/EXPENSE BUDGET

Grantee Name: Young Singers of the Palm Beaches							
Program Budget Detail: October 1, 2024 to September 30, 2025 (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	418,366	418,366	153,193	571,559	45.4%	
Personnel: <i>Marketing (50% of allowable)</i>	27,000	30,806	57,806	14,452	72,258	5.7%	
Outside Professional Services: <i>Artistic</i>	14,000	21,500	35,500	70,964	106,464	8.5%	
Outside Professional Services: <i>Marketing/PR</i>	5,000	-	5,000	-	5,000	0.4%	
Outside Professional Services: <i>Other</i>	22,000	2,050	24,050	-	24,050	1.9%	
Space Rental for Program	58,450	5,550	64,000	-	64,000	5.1%	
Rent/Mortgage	N/A	37,606	37,606	8,715	46,321	3.7%	
Marketing/Advertising	13,000	1,005	14,005		14,005	1.1%	
All Other Remaining Operating Expenses	N/A	302,026	302,026	53,306	355,332	28.2%	
TOTAL EXPENSES*	\$ 139,450	\$ 818,909	\$ 958,359	\$ 300,630	\$ 1,258,989	100%	\$ -
*(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			367,450	-	367,450	29.2%	
Contracted Services Revenue			16,000	0	16,000	1.3%	
Other Revenue			10,400	-	10,400	0.8%	
Corporate Contributions			5,000	-	5,000	0.4%	
Foundation Grants			127,000	25,000	152,000	12.1%	
Other Private Support			72,069		72,069	5.7%	
Government Grants (Federal)			-	-	-	-	
Government Grants (State)			-	-	-	-	
Government Grants (Local)			80,000	275,630	355,630	28.2%	
TDC Grant Award Amount	(Matches total of column A above)		139,450	0	139,450	11.1%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 958,359	\$ 300,630	\$ 1,258,989	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.)							
			\$ -	\$ 0	\$ 0	proof	\$ -

**Explain any "In-Kind" amounts listed in Column G on B-2 worksheet

***Explain sources/uses of Cash shortfall/surplus on B-3 worksheet

Exhibit B In-Kind Explanation 2024-2025

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:	

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:

Shortfall Explanation:

If Income/Expense creates a net **shortfall (loss)**, please provide a short explanation of the source of funds (listed under "App 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 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.
- 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



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

Detail by Entity Name

Florida Not For Profit Corporation
YOUNG SINGERS OF THE PALM BEACHES, INC.

Filing Information

Document Number	N03000004833
FEI/EIN Number	30-0193514
Date Filed	06/03/2003
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	01/21/2004
Event Effective Date	NONE

Principal Address

701 OKEECHOBEE BLVD.
WEST PALM BEACH, FL 33401 UN

Changed: 02/10/2012

Mailing Address

701 OKEECHOBEE BLVD.
WEST PALM BEACH, FL 33401

Changed: 02/10/2012

Registered Agent Name & Address

Blankstein, Melanee
701 Okeechobee Blvd
West Palm Beach, FL 33401

Name Changed: 02/18/2016

Address Changed: 07/01/2013

Officer/Director Detail

Name & Address

Title AD

BERRY, SHAWN
 701 OKEECHOBEE BLVD., STE. 305
 WEST PALM BEACH, FL 33401

Title President

Fouts - Jette, Kai Li
 701 OKEECHOBEE BLVD., STE. 305
 WEST PALM BEACH, FL 33401

Title Treasurer

Pyle, Robert
 701 OKEECHOBEE BLVD. SUITE 305
 WEST PALM BEACH, FL 33401

Title Executive Director

Stewart, Holly
 701 Okeechobee Blvd
 West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	01/23/2023
2024	02/07/2024

Document Images

02/07/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
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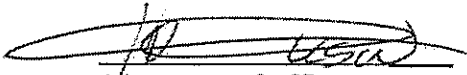
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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Young Singers of the Palm Beaches, 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)

Holly Stewart, Executive Director

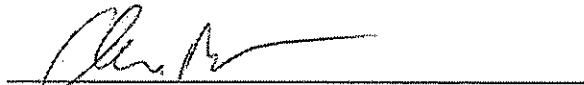
(printed name and title of officer or representative)

State of Florida, County of Palm Beach


Sworn to and subscribed before me by means of physical presence or online notarization this, 1st day of August, 2024, by Allan Brooks.

Personally known OR produced identification .

Type of identification produced Florida Drivers License.



NOTARY PUBLIC
My Commission Expires:
State of Florida at large

 **ALLAN BROOKS**
Notary Public
State of Florida
Comm# HH162367
Expires 8/11/2025

(Notary Seal)