

Agenda Item #:

3CC-1

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/12/06 ☒ Consent ☐ Regular  
☐ Ordinance ☐ Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: PALM BEACH COUNTY SPORTS COMMISSION, INC.

I. EXECUTIVE BRIEF

**Motion and Title:** STAFF RECOMMENDS MOTION TO APPROVE: Agreement with Palm Beach County Sports Commission, Inc. (the "PBCSC") for the provision of services under the County's Tourist Development Plan during the period October 1, 2006 through September 30, 2011.

**Summary:** The Agreement provides for the PBCSC to provide tourism marketing services under the County's Tourist Development Plan for a five-year period, from October 1, 2006 through September 30, 2011. The Agreement succeeds the current contract, (Contract R-2001-1573, as amended), which is to expire on September 30, 2006. The new Agreement is in the same form as the current agreement, except that it: (A) updates for Fiscal Year 2007 Exhibit "A" – Annual Budget, and Exhibit "F" – Performance Measurements; (B) makes certain amendments of a technical nature to the body of the contract; and (C) adopts revised Exhibit "D" – Travel Policy, Exhibit "G" – Salary Policy, Exhibit "H" – Salary Structure, and Exhibit "T" – Organizational Chart. These changes have been reviewed and approved by the TDC. The new Agreement is for the amount of \$797,000. (TDC) Countywide (MC)

**Background and Justification:** Under the current Agreement, the Sports Commission develops and implements an Annual Marketing Plan, promotes and assists with various sporting events and administers the Category "G" TDC grants. The new Agreement makes provision for the continuation of such services for an additional five years, through September 30, 2011. The new Agreement also makes amendments of a technical nature to the body of the contract (Summary of Changes). The new Agreement adopts a new Exhibit "A" (Annual Budget), as well as a new Exhibit "F" (Performance Measures), to apply during Fiscal Year 2007. The new Agreement also includes (i) a revision to Exhibit "D" (Travel Policy) providing for annual updating of the references used for determining actual and reasonable costs of travel; (ii) revise Exhibit "G" (Salary Policy) deleting the word President and add "by the TDC Executive Director or designee"; (iii) revised Exhibit "H" (Salary Policy) adjusting ranges near market on Director of Grants, Sports and Membership Coordinator, Office Assistant; and (iv) Exhibit "T" (Organization Chart) with revisions as necessary to conform to the PBCSC's budget for 2007 as previously approved by the PBCSC Board and the TDC.

**Attachments:** Summary of Changes from previous Agreement  
New Agreement with all exhibits

Recommended by:

Date

Department Director

Approved By:

Date

Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 797,000	tbd	tbd	tbd	tbd
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
	\$ 797,000	tbd	tbd	tbd	tbd
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE					
POSITIONS (Cumulative)	- 0-	0----	0----	0----	0-----

Is Item Included In Current Budget? Yes \_\_\_\_\_ No. ☒

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ U nit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

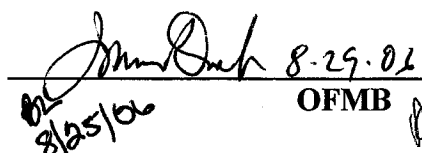
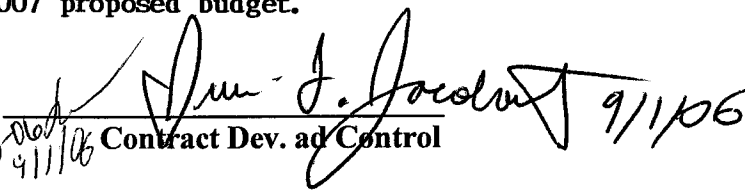
The Sports Commission receives 7% of the first 3 cents of the local option bed tax.

C. Department Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

This item is in the FY 2007 proposed budget.

 8-29-06  
OFMB  9/1/06  
Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

This Contract complies with our contract review requirements.

  
Maureen Cullen  
Assistant County Attorney

C. Approved as to Terms and Conditions:

\_\_\_\_\_  
Department Director

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

## SUMMARY OF CHANGES TO AGREEMENT WITH PALM BEACH COUNTY

<u>PAGE</u>	<u>SECTION</u>	<u>LINES</u>	<u>REVISION</u>
4		line 2	Change 2005 to 2006
4	2 <sup>nd</sup> WHEREAS	line 3	Delete % received to "a portion"
5	1A-Mktg Plan	line 1-2	Delete "and consultation"
5	1B-Target Database	line 1-2	Delete- "and consultation"
6	1B-Target Database	line 1-2	This list may be "amended.....as necessary"
9	L-Contribution of Services	line 8	Change semi-annually to annually
10	2-Qual./Perf. of contractor	lines 4-5	Delete-"In consultation w/Exec Dir of TDC"
10	2-Qual./Perf. of contractor	lines 13-14	Delete-"After consultation w/Exec Dir of TDC"
10	2-Qual./Perf. of contractor	line 17	Delete-"w/notice to Exec Dir of TDC"
18	6A-Policies & Procedures	line 7-9	Delete-"participate in interview process..." to "shall be a voting member of Search/Selection Comm..."
18	6A-Policies & Procedures	line 19	Delete managerial
20	Exhibits	E & F	E-Change to WBE to SBE F-Change FY05-06 to FY06-07
21	6D-Policies & Procedures	line 2	Delete "in writing"
23	8A-Non-Discrimination	line 7	Change apprenticeship to internship
28	17A-Certificate of Insurance	line 1	Change thirty days to ten days
29	19-Term of Agreement	last line	Change from 2001-2006 to 2006-2011
34	Exhibit A-Budget		Replace FY05-06 with FY06-07
37	Exhibit D-Domestic Travel	Line 3	Add Business Travel News as per diem reference
41	Exhibit F		Replace FY04-05 w/FY06-07 Perf. Measurements.
42	Exhibit G		Change Exec Dir/Pres to Exec Director Add "by the TDC Exe Dir or his designee"
43	Exhibit H		Replace FY04-05 w/FY05-06 Salary Structure
44	Exhibit I		Replace with current organization chart

**AGREEMENT**

**Between**

**PALM BEACH COUNTY  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

**On behalf of the**

**TOURIST DEVELOPMENT COUNCIL**

**And**

**PALM BEACH COUNTY SPORTS COMMISSION, INC.**

## SUMMARY OF AGREEMENT

This summary is included for convenience only and shall not be taken into consideration in any construction or interpretation of the Agreement attached hereto or any of its provisions.

- Term of Agreement-5 year
- Contract Amount \$797,000

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**AGREEMENT WITH PALM BEACH COUNTY SPORTS COMMISSION, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as the "COUNTY") and PALM BEACH COUNTY SPORTS COMMISSION, INC., a Florida not-for-profit corporation, whose Federal I.D. number is 65-0263296, (hereinafter referred to as "PBCSC").

WHEREAS, pursuant to the Local Option Tourist Development Act, the COUNTY has by Ordinance No.95-30, as amended, established the Palm Beach County Tourist Development Council (hereinafter referred to as the "TDC"); has levied and imposed a tourist development tax; and has established a Tourist Development Plan for use of the funds derived from the tax; and

WHEREAS, a portion of the Tourist Development Tax revenues are reserved to be used to attract, stimulate, and promote sports events and activities in Palm Beach County to further increase tourism and hotel occupancy and to promote Palm Beach County nationally and internationally (hereinafter referred to as Category "G" funds;) and

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. Functions and Services. PBCSC shall assist the COUNTY in promoting and attracting sporting events to Palm Beach County and serve as a clearinghouse for the sports industry, in

furtherance of the objectives of Category "G" objectives of the existing Tourist Development Plan, by performing the following functions and services, all being subject to the overall direction and guidance of the TDC, through the Executive Director of the TDC:

A. Annual Marketing Plan. In cooperation with the Executive Director of the TDC, and with persons providing contractual services for the COUNTY's Tourist Development Plan under this Agreement, and with other interested persons, PBCSC shall develop a specific and detailed Annual Marketing Plan for accomplishing the purposes of Category "G" of the Tourist Development Plan. PBCSC will present such annual Marketing Plan to the TDC for its review, modification and adoption, and, if adopted, PBCSC will implement such Plan as provided in subparagraphs (B through M) of this paragraph.

B. Target Market Data Base. In cooperation with the Executive Director of the TDC, PBCSC shall compile and maintain a list of prospective sporting events and corresponding governing bodies. This list of events and agencies will be solicited throughout the year by the PBCSC.

C. Solicitation. PBCSC shall solicit or bid on a sporting event or organization, using TDC Category "G" funds, at any time throughout the year. Any



contract written with the sporting event or organization using Category "G" funds will first be approved by the TDC and BCC. PBCSC will serve as Contract Administrator.

D. Operation of Events. When successful in attracting sporting events to Palm Beach County, PBCSC may assist in operation or be responsible for total operation of said events. In all cases PBCSC shall accept total liability for coordination of events, and under no circumstances shall COUNTY be held liable for any condition not stated in contract with said organization.

E. Clearinghouse. PBCSC shall serve as a clearinghouse for any sports group, franchise, company or individual who is interested in Palm Beach County as it relates to sports. By contacting the PBCSC initially, such groups may then be directed to appropriate entities throughout County to assist their efforts.

F. Collateral Materials. PBCSC shall arrange for the design and production of collateral materials, including brochures and other printed materials, for use in inquiry fulfillment, trade shows, bid presentations, and other sports promotion activities as provided in this Agreement and the

annual Marketing Plan.

G. Sports Marketing and Trade Shows. PBCSC shall provide for adequate staffing and coordination, including booth development and construction, for Sports Marketing and trade shows, including but not limited to those described in the annual Marketing Plan.

H. Site Visits. PBCSC shall initiate and obtain adequate sponsorship, attendance, staffing, and coordination of site visits/familiarization tours of Palm Beach County for sports representatives and event organizers who may consider holding their events in Palm Beach County.

I. Special Projects. In accordance with the guidelines, policies, and procedures adopted hereunder, or as otherwise provided by the TDC, PBCSC shall solicit, receive, and review applications for grants from event organizers who desire to hold sporting events or other special projects relating to sports in Palm Beach County that increase tourism. PBCSC shall make recommendations to the TDC and the COUNTY for approval or non-approval of such applications. The COUNTY may enter into contracts with applicants for the implementation of such grants. PBCSC shall

serve as contract administrator with respect to such grants.

J. Promotional Items. PBCSC shall purchase and distribute promotional items as needed in the implementation of the Annual Marketing Plan.

K. Research. PBCSC shall direct the grantee to get verification of room nights from participating hotels. This information must be included in the reimbursement report. From this information, the PBCSC will maintain economic impact figures. If directed by the Executive Director of the TDC, PBCSC shall request the grantee hire an independent research firm to determine the impact upon tourism of the event, program or festival which has received a grant for tourism related special projects as provided in sub-paragraph I.

L. Contributions of Goods and Services and Memberships. PBCSC shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement, for the benefit of the COUNTY'S Tourist Development Plan, the contributions of privately owned goods and services, including but not limited to the providing or furnishing of facility usage, meals, receptions, transportation, lodging, admissions,

beverages, and membership fees. Estimates of these contributions and fees shall be submitted to the Executive Director of the TDC annually.

M. Personnel. PBCSC shall employ, subject to the availability of funds allocated for such purpose and as set forth in the attached Exhibit "A", "H" and "I" sufficient staff and support personnel to perform on behalf of PBCSC the duties and services called for in this Agreement. Any new full-time position instituted during the term of this Agreement shall be approved in advance by the Executive Director of the TDC. PBCSC personnel shall be officed in the County's TDC offices.

N. Performance Measures. The PBCSC shall provide semi-annual reports to the Executive Director of the TDC on attainment of the performance measures attached hereto and incorporated herein as Exhibit "F" which the PBCSC agrees to make all good faith efforts to achieve.

2. Qualifications and Performance of Contractors. Any personnel or entities with which PBCSC enters into contracts for services pursuant to this Agreement shall be specifically experienced in, and qualified for, the provision of such services. As contract administrator, PBCSC, shall develop evaluation

criteria, monitor and evaluate the performance of all such contractors. PBCSC shall insure that all parties who have contracted with PBCSC provide a monthly report on the duties performed and services provided. PBCSC shall provide to the Executive Director of the TDC a semi-annual report summarizing the results of such monitoring and evaluation, and shall take reasonable measures to assure the continued satisfactory performance of all such contractors. Should PBCSC, after taking such reasonable measures, determine that such contractor who has contracted with PBCSC has failed to perform in accordance with its contract, PBCSC shall terminate such contract. PBCSC shall continuously keep the Executive Director of the TDC fully informed as to all activities of PBCSC so as to enable the Executive Director to effectively provide overall direction and guidance for the COUNTY'S Tourist Development Plan as established by the TDC and the County. The Executive Director shall serve as an ex-officio member of PBCSC.

3. Compensation and Method of Payment. Costs incurred by PBCSC and such independent contractors in performing the duties and providing the goods and services described in this Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "G" of the Tourist Development Plan. Payments to PBCSC and such independent contractors same shall be consistent with the annual Marketing Plan adopted by the

TDC and the BCC, and shall be made only for expenditures which are specifically authorized by the COUNTY. Authorization by the COUNTY of (1) a line-item in the COUNTY budget with reference to a provision of this Agreement, and (2) contracts entered into by the COUNTY with third parties and (3) the PBCSC annual budget as set forth in the attached Exhibit "A", as it may be amended by the COUNTY from time to time, shall constitute, as between the COUNTY and PBCSC, authorization of the expenditures provided for therein.

Payments by the COUNTY shall be made to PBCSC and such independent contractors in accordance with the fiscal procedures of the COUNTY as reimbursement for authorized expenditures or provision of goods or services, upon submission of invoices by PBCSC to the Executive Director of the TDC, and a determination by the Executive Director of the TDC or his designee, that the invoiced payments are called for (1) by a County-approved budget line-item under this Agreement; or (2) by a contract entered into by the COUNTY hereunder; or (3) by the PBCSC annual budget as set forth in the attached Exhibit "A" to this Agreement, and that the goods or services covered by such invoice have been provided or performed in accordance therewith. Each invoice submitted by PBCSC shall include a reference to its previous authorization, shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced.

It is mutually agreed that PBCSC shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to PBCSC and such independent contractors on a continual basis amounts properly payable under this Agreement and supported by receipted invoices submitted by PBCSC. Any travel and entertainment expenses incurred by PBCSC may be reimbursed, in net amounts only, to PBCSC by the COUNTY only upon the written approval of the Executive Director of the TDC or his designee, and within the limitations imposed by law upon COUNTY. Moreover, COUNTY shall not pay PBCSC or any third party on any invoice of PBCSC, unless and until the Clerk of the Board of County Commissioners pre-audits payment invoices in accordance with law, and subject to the conditions, if any, attached to said approval.

PBCSC shall be reimbursed for its actual costs not to exceed the total amount for the various items, and up to the maximum amounts budgeted therefore, as set forth in the PBCSC annual budget, included in the Exhibit "A". The amounts applicable to the various line items of Exhibit "A" can, subject to the maximum total amount, be increased or decreased by up to 10% at the discretion of PBCSC; adjustments in excess of 10% of any line item must be authorized by the Executive Director of the TDC. Under no circumstances shall the adjusted amount exceed or cause the total to exceed the total amount of the annual budget.

In order to provide the services set forth in Exhibit "A", PBCSC may enter into contracts with various firms or individuals to assist PBCSC in its performance of the activities or functions described in this Agreement, subject to the purchasing guidelines and requirements set forth in paragraph 4 of this Agreement; provided that the funds necessary to perform such duties, activities or functions are included in the budgeted amounts set forth in Exhibit "A". The term of any such contract shall not extend beyond the expiration of earlier termination of this Agreement or any renewal thereof, and all such contracts shall expressly so provide. No such contract or agreement shall obligate the County in any manner to any third-party.

In the event PBCSC encounters unanticipated necessary expenses in performing services to be provided by PBCSC under this Agreement, PBCSC may request said expenses to be included on an amended Exhibit "A" for reimbursement by COUNTY and COUNTY shall consider, but shall not be obligated to grant, said request.

4. Purchasing Guidelines. PBCSC may enter into contracts with firms or individuals for various goods or services needed to assist it in the performance of the activities or functions specified in this Agreement, in accordance with paragraph 3 of this Agreement and the following purchasing guidelines and requirements:



- A. Purchases Between \$1,000 and \$5,000. PBCSC may purchase goods or services between \$1,000 and \$5,000 upon obtaining oral quotes for the goods or services. PBCSC will make every effort to obtain a minimum of three (3) oral quotes.
- B. Purchases Between \$5,001 and \$10,000. PBCSC shall request written quotations for all purchases between \$5,001 and \$10,000. PBCSC shall make every effort to receive a minimum of three (3) written quotations for each item or group of items needed. Requests for quotations will be mailed to all prospective bidders, as feasible.
- C. Purchases Exceeding \$10,000. PBCSC shall request written proposals for all purchases over \$10,000. PBCSC shall make every effort to secure at least three (3) written proposals for each item or group of items needed. Advertisements for written requests for proposals will be published no less than one time in a newspaper of general daily circulation distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Requests for proposals will be mailed to all prospective bidders, as feasible. Any award which exceeds \$10,000 shall require the prior approval of the Executive Director of the TDC.

D. Professional and Consulting Services. All awards for professional or consulting services shall be subject to the provisions of this paragraph 4 and shall be evidenced by a written contract which shall specify the services to be performed, the time period during which such services will be performed, the form or method of compensation (e.g. retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the product, and contain other standard contract language. All awards over \$30,000 shall require the prior approval of the Executive Director of the TDC.

The Executive Director of the TDC must approve the form and content of the contract prior to its execution by the vendor and PBCSC.

E. Re-orders of Printing and Promotional Items. Re-orders of printing and promotional items may be purchased from the original vendor at the previously established price.

F. Sole Source Purchases. The TDC Executive Director of Palm Beach County may authorize the purchase of goods or services without requests for quotes or proposals when PBCSC has determined in writing that such good or service is the only item that meets the need and is available

through only one source. PBCSC must have advertised in a daily newspaper and received no more than one qualified response to designate the goods or services as a sole source vendor.

G. Prohibition of Subdivision of Purchase. No contract or purchase shall be subdivided to avoid the purchasing guidelines and requirements provided for in this Agreement.

PBCSC will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. PBCSC will solicit quotes or proposals from responsible prospective suppliers obtained from PBCSC's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.

Awards will be made to the lowest responsive, responsible bidder whose offer is determined to be the most advantageous to PBCSC in its performance of the activities or functions provided for in this Agreement. Evaluation of offers shall be based upon the criteria established by PBCSC and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining an award which is in the best interests of PBCSC in the performance of its duties,

obligations and functions as provided in this Agreement.

5. Reporting. PBCSC shall provide certain reports to the TDC, through the TDC's Executive Director, on a regular basis. These reports shall consist of (1) monthly report which shall consist of a summary of the duties and services which have been performed pursuant to the Agreement; (2a) semi-annual reports relating to performance measures as specified in Section 1, Paragraph N; and Exhibit "F"; (2b) semi-annual reports of the results of monitoring and evaluation of contractors as specified under Section 2 and Section 4 of this Agreement; and (3) any other reports as may be requested by the TDC's Executive Director that relate to the duties and responsibilities of PBCSC under this Agreement.

6. Policies and Procedures.

A. PBCSC shall hire and appoint an Executive Director who shall be an employee of PBCSC, and who shall have the day to day responsibility for the performance of the duties and obligations of PBCSC.

The Executive Director shall fully cooperate and work with the Executive Director of the TDC to insure that the activities of PBCSC and the contractors provided for herein are in conformance with the annual Marketing Plan adopted by the TDC.

The Executive Director of the TDC shall

participate in the interview process for PBCSC's selection of an Executive Director. The activities of the Executive Director of the TDC and the Executive Director of PBCSC shall be coordinated so as to be complementary and to minimize duplication of effort. The activities of the Executive Director (on behalf of PBCSC) shall be of a daily operational and marketing nature, while the activities of the TDC's Executive Director (on behalf of COUNTY) shall be administrative and policy oriented in nature.

1. PBCSC shall make a good faith effort to attract the best available employees by advertising in selected daily newspapers of general circulation and appropriate trade publications.

2. The salaries provided by PBCSC to its employees shall be in accordance with Exhibit "G" of this agreement.

3. The car allowance provided to the Executive Director of the PBCSC which is funded from revenues derived from the Tourist Development Tax shall be in conformity with the COUNTY's policy on car allowances for

department heads.

B. PBCSC shall submit to the TDC for its approval guidelines, policies and procedures which, upon approval by the COUNTY, shall further govern PBCSC in its performance of the duties and services contemplated by this Agreement. The guidelines, policies and procedures shall be reviewed at least annually to determine if they are appropriate and accomplishing their intended purposes. Revisions may be made when deemed necessary by the parties. In the event that PBCSC shall fail to submit guidelines, policies and procedures acceptable to COUNTY, COUNTY may establish same by resolution of the Board of County Commissioners. PBCSC shall in the performance of its duties provided for in this Agreement, adhere to and act in conformity with the policies set forth in the following exhibits:

- Exhibit "B" - Employees' Moving Expense Reimbursement Policy
- Exhibit "C" - Employment of Student Interns Policy
- Exhibit "D" - Travel Expense Reimbursement Policy
- Exhibit "E" - MBE/WBE Policy
- Exhibit "F" - Performance Measures for FY06-07
- Exhibit "G" - Salary Policy
- Exhibit "H"- Salary Structure
- Exhibit "I"- Organization Chart

C. All contracts for professional and consulting services entered into by PBCSC under this Agreement shall be in writing and shall state that PBCSC is an independent service contractor of COUNTY and does not have the authority to enter into any contract on COUNTY's behalf or to bind COUNTY to any such contract and shall further state, unless consented to by COUNTY, that COUNTY shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by COUNTY of any benefits thereunder.

D. PBCSC shall not enter into, nor modify, any contract for services or goods entered into by PBCSC in performing under this Agreement unless any such contract or modification is first approved by the Executive Director of the TDC.

E. Any approvals, adoptions, consents or acceptances of COUNTY required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County or their designee and shall as a condition precedent to said approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County

require action by the TDC in accordance with Ordinance No. 95-30 as amended, and Resolution R-83-944. The Executive Director shall place all items to be considered by the TDC on the meeting agenda thereof and shall make his recommendation to the TDC on any item.

F. All furniture or equipment acquired by PBCSC which was or will be paid for by or reimbursed from Tourist Development Tax funds shall be purchased in accordance with the COUNTY's purchasing procedures and guidelines and shall be subject to the tagging and inventory requirements of Chapter 274, Florida Statutes, and applicable property control procedures of the County. Said furniture and equipment shall be and remain the property of COUNTY. PBCSC shall use the furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear excepted.

7. Independent Contractor. PBCSC is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an agent or servant of the COUNTY. The officers, employees, servants and agents of PBCSC shall not be considered to be officers, employees, servants or



agents 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 PBCSC's sole direction, supervision and control. PBCSC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects PBCSC's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, agents or servants of the COUNTY.

8. Non-Discrimination. During the performance of this Agreement, PBCSC agrees as follows:

A. PBCSC will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, national origin, sex, sexual orientation, age, handicap or disability, with respect to, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including internship.

B. PBCSC will not discriminate against any contractor, subcontractor, potential contractor or participant hereunder, upon any of the above

prohibited grounds.

9. Certification of Conduct. PBCSC hereby certifies that it will not attempt in any manner to improperly influence any specifications, or be unlawfully restrictive regarding purchase of services or commodities by the COUNTY.

10. Certificate of Authority and No Conflict. PBCSC hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY, and that it is not and will not be violating either directly or indirectly any conflict of interest statute or any other applicable statute by the performance of this Agreement.

11. Availability of Records.

A. During the term of this Agreement, PBCSC agrees an independent auditor shall have access to, and the right to examine, any pertinent books, documents, papers and records of the PBCSC. The result of this independent audit will be submitted to the TDC. PBCSC shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. PBCSC agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of

three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of PBCSC. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

B. The parties expressly agree that any and all records of PBCSC relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Florida Statutes.

C. During the term of this Agreement, COUNTY is hereby granted the power to designate any or all records of PBCSC, as related to TDC-funded expenditures, as public records under Chapter 119, Florida Statutes, by resolution of the Board of County Commissioners, making such designation, regardless of whether said records are presently deemed public records by law.

12. Findings Proprietary. Any reports, information or data given to, prepared or assembled for or by PBCSC under this Agreement which the COUNTY requests be kept as proprietary shall not be made available to any individual or organization without the

prior written approval of the COUNTY. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by the County or by PBCSC under conditions specified herein. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared under this Agreement.

13. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property utilizing any TDC logo or slogan created by or on behalf of PBCSC under this Agreement or otherwise under Category "G" of the COUNTY's Tourist Development Plan shall be the property of COUNTY, and PBCSC hereby assigns to COUNTY any and all rights PBCSC has or may acquire in such intellectual property. COUNTY hereby grants a nonexclusive license to PBCSC for the use of such intellectual property during the term of this Agreement for the purpose of carrying out PBCSC's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including required approvals by COUNTY, and provided further that any and all revenues derived from such use by PBCSC shall be applied solely to the performance of PBCSC's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by PBCSC to COUNTY. PBCSC shall take no action

inconsistent with County's rights in such intellectual property, and will take reasonable actions, including registration of trademarks and trade names, as necessary and appropriate to protect the COUNTY's rights in such property.

14. Prohibition of Assignment. PBCSC shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written consent of the COUNTY.

15. Conflict of Interest. Neither PBCSC, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations or the performance of services provided for in this Agreement. PBCSC shall promptly notify the TDC and the COUNTY in writing of all potential conflict of interests, and specify the association, interest or other circumstance which may appear to influence PBCSC, its officers, directors, agents or employees. In the event the County Attorney's Office shall determine that such association, interest or other circumstance would constitute a conflict of interest, PBCSC, its officers, directors, agents or employees shall take all action necessary to resolve the conflict of interest.

16. Authority to Practice. The PBCSC hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times conduct its business activities in a responsible manner.

Proof of such license and approvals shall be submitted to COUNTY upon request.

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

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. PBCSC shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall clearly indicate that PBCSC has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve PBCSC of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. PBCSC shall maintain during the life of this Agreement and any renewal thereof, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than \$1,000,000 per occurrence to protect PBCSC from claims for damages for bodily and

personal injury, including death, as well as from claims for property damage which may arise from any operations by PBCSC or by anyone directly employed by or contracting with PBCSC.

C. Comprehensive Automobile Liability Insurance. PBCSC shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect PBCSC from claims for damages for bodily and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by PBCSC or by anyone directly or indirectly employed by PBCSC.

D. Workers' Compensation Insurance. PBCSC shall maintain during the life of this Agreement, or any renewal thereof, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Chapter 440, Florida Statutes.

18. Indemnification. PBCSC shall indemnify, save and hold harmless the COUNTY, its officers, employees, servants and agents from and against any and all claims, liabilities, losses

and/or causes of actions which may arise from any negligent act or omission of PBCSC, its officers, employees, servants and agents in the performance of services under this Agreement, and regardless of whether such negligent act or omission of PBCSC was caused, occasioned or contributed to in whole or in part by the negligence of the COUNTY or its officers, employees, servants or agents.

PBCSC further agrees to indemnify, save, hold harmless and defend the COUNTY, its officers, employees, servants and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of PBCSC not included in the paragraph above and for which the COUNTY, its officers, employees, servants and agents are alleged to be liable.

19. Term of Agreement. This Agreement shall become effective on October 1, 2006 and shall expire on September 30, 2011 unless sooner terminated as provided herein. In the event the COUNTY shall desire to renew this Agreement, at least sixty (60) days prior to the date of expiration of this Agreement or any renewal thereof, the COUNTY will send to PBCSC a notice of intent to renew, subject to final budget approval by the Board of County Commissioners. Thereafter, if COUNTY shall elect to exercise this option, it shall notify PBCSC in writing of such election prior to the date of expiration of this Agreement or any renewal thereof. In the event this Agreement is renewed, PBCSC and the COUNTY agree that Exhibit "A" to this Agreement, including the PBCSC Annual



Budget, may be amended by the COUNTY to reflect the budget approved by the Board of County Commissioners. This Agreement may be extended or modified upon mutual agreement in writing.

20. Termination. The COUNTY or PBCSC may terminate this Agreement at any time without cause by giving the other ninety (90) days advance written notice of such termination and specifying the effective date thereof. If PBCSC, at any time during this Agreement, or any renewal thereof, should be in default (i.e. a material breach) of any term, provision or covenant of this Agreement, and shall fail to remedy such default within thirty (30) days after written notice from COUNTY then, if such default is not cured, COUNTY may at its option, terminate this Agreement by giving PBCSC written notice of COUNTY's election to terminate this Agreement at least ten (10) days prior to said date of termination.

In the event the Board of County Commissioners shall decide to terminate this Agreement, PBCSC shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement.

21. 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.

22. Performance and Obligation to Pay. PBCSC's or the COUNTY's performance and obligation to pay under this Agreement is

contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of the Tourist Development Tax funds designated in County's Tourist Development Plan for Category "G" uses, the receipt of said Tourist Development Tax funds and an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "A".

23. Public Entity Crimes. As provided in F.S.287.132-133, by entering into this contract or performing any work in furtherance hereof, the PBCSC 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

24. Amendment. This Agreement shall constitute the whole Agreement between the parties unless otherwise amended in writing. Any failure by COUNTY to require strict performance by PBCSC or any waiver by the COUNTY of any provision of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

25.        Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Executive Director  
Tourist Development Council  
1555 Palm Beach Lakes Blvd., Suite 900  
West Palm Beach, FL 33401

with a copy to:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

and if sent to PBCSC, shall be mailed to:

Executive Director  
Palm Beach County Sports Commission, Inc.  
1555 Palm Beach Lakes Boulevard, Suite 1410  
West Palm Beach, FL 33401

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

SHARON R. BROCK  
CLERK & COMPTROLLER  
PALM BEACH COUNTY

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

(SEAL)

ATTEST:  
Inc.

Palm Beach County Sports Commission,

By: Gerald W. Baron  
Gerald W. Baron  
Executive Director

By: Joe Weldon  
Joe Weldon, President

Approved as to terms  
and conditions:

Approved as to form  
and legal sufficiency:

J. Charles Schum  
TDC Executive Director

Maureen Cullen  
County Attorney

o:\TDC\Palm Beach County Gov\Agreement\fy06-07\5 year agreement 2006

# PALM BEACH COUNTY SPORTS COMMISSION

FY 2007 LINE ITEM BUDGET - EXHIBIT "A" (See Note)

DESCRIPTION	PBCSC CONTRACT	DIRECT COUNTY PBCSC EXPENSES	PBCSC RESERVES	TOTAL RESERVES & EXPENSES
3080 INDIRECT OPER. EXPENSES (TDC)		\$72,164		\$72,164
4001 TRAVEL & PER DIEM	\$10,300			\$10,300
4101 COMMUNICATION SERVICES	\$5,200	\$15,656		\$20,856
4103 COMM/SUNCOM-TOLL		\$1,868		\$1,868
4104 COMM/COMMERCIAL TOLL		\$1,776		\$1,776
4205 POSTAGE	\$3,500			\$3,500
4406 RENT-OFFICE EQUIPMENT	\$17,000			\$17,000
4411 RENT		\$113,000		\$113,000
4412 RENT - STORAGE	\$6,500			\$6,500
4610 REPAIR/MAINTENANCE- BLDGS.		\$750		\$750
4620 REPAIR/MAINTENANCE - EQUIPMENT	\$6,800			\$6,800
4622 REPAIR/MAINTENANCE- TELEPHONE		\$2,500		\$2,500
4674 REPAIR/MAINTENANCE - DP EQUIPMENT				\$0
4701 PRINT & BINDING	\$22,500			\$22,500
4803 SALES ENTERTAINMENT	\$3,000			\$3,000
4805 ADVERTISING	\$1,000			\$1,000
4809 CONSUMER & TRADE SHOWS	\$8,000			\$8,000
4810 FAMILIARIZATION TOURS	\$3,000			\$3,000
4811 PROMOTIONAL ITEMS	\$3,500			\$3,500
4815 ADMINISTRATIVE EXPENSES	\$680,100			\$680,100
4816 PROMOTIONAL MEMBERSHIPS	\$2,500			\$2,500
4941 REGISTRATION FEES	\$2,500			\$2,500
4950 NETWORK ADMIN. EXPENSES	\$3,400			\$3,400
4969 TAX COLLECTOR'S COMMISSION		\$18,386		\$18,386
5101 OFFICE SUPPLIES	\$5,200			\$5,200
5111 OFFICE FURN. & EQUIPMENT	\$1,000			\$1,000
5112 TELEPHONE EQUIP/INSTALLATION				\$0
5121 DP SOFTWARE AND ACCESSORIES	\$6,400			\$6,400
5401 BOOKS, PUBS., & SUBSCRIPTIONS	\$2,200			\$2,200
6405 DATA PROCESSING EQUIPMENT	\$3,400			\$3,400
6406 DATA PROCESSING SOFTWARE				\$0
8201 GRANTS (EXCLUDING BLUM STADIUM)		\$225,000		\$225,000
9121 BLUM STADIUM PAYMENTS		\$30,000		\$30,000
9672 RESERVE GASB 31			\$0	\$0
9938 TDC RESERVES			\$43,600	\$43,600
9939 UNRESTRICTED RESERVES-SPORTS			\$204,382	\$204,382
TOTALS:	\$797,000	\$481,100	\$247,982	\$1,526,082

NOTE: Sports Commission Contract is budgeted in Advantage account # 1457-710-7331-3401

DATE:5/23/2006  
FILE: EXHIBIT A

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EXHIBIT "B"  
MOVING EXPENSE REIMBURSEMENT POLICY FOR  
EMPLOYEES HIRED IN SELECTED POSITIONS

PBCSC may be reimbursed by Palm Beach County for moving expenses for employees hired for executive, administrative and professional positions.

Employees hired for selected positions may be reimbursed up to 75% of their moving expenses but not to exceed \$5,000 unless provided otherwise in a written employment contract. Approval shall be obtained from the Executive Director of the TDC prior to any payment of moving expenses.

Employees hired for selected positions shall submit three (3) written estimates and a paid invoice to the Director of the Tourist Development Council. Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with PBCSC within one year from the date of employment must reimburse PBCSC the full amount of the moving expenses originally paid. PBCSC will, in turn, reimburse Palm Beach County.

It is the PBCSC Director's responsibility to ensure that adequate funds are available in the budget for moving expenses.

**EXHIBIT "C"**  
**EMPLOYMENT OF STUDENT INTERNS POLICY**

From time to time, PBCSC may find it desirable to hire student interns to assist it with the work of promoting Palm Beach County as a tourist Destination. This policy exempts student interns from the requirements of Paragraph M Personnel of Article 1 of the Agreement. The employment of all Interns shall be subject to the following requirements and restrictions:

1. Paid Interns shall be full-time college students receiving credits for their internship and be enrolled in a curriculum leading to a degree in a sports, tourism, hospitality or marketing discipline.
2. Prior to employment, each intern and PBCSC Executive Director shall sign a letter of agreement outlining the terms and conditions of employment.
3. Interns shall work at least 20 hours per week and not more than 40 hours per week and can be compensated twice monthly at a rate of \$6.15 per hour or the federal minimum wage, whichever is higher. The compensation provided to an intern shall not exceed \$4,000 per 20-week semester. Interns may work for the number of weeks called for in their institution's internship program up to a maximum of 40 weeks for 2 consecutive semesters.
4. Unpaid interns shall be high school or college students, who will perform such work on such schedule and conditions as are consistent with their educational goals and school schedule and are approved by the Executive Director of the PBCSC. Such work, schedule and conditions shall be confirmed in a letter to the intern prior to the commencement of the internship.
5. All interns will be compensated for travel or other related expenses to their responsibilities. Mileage will be reimbursed at the same allowance per mile as approved by Palm Beach County.

**EXHIBIT "D"**  
**TRAVEL & ENTERTAINMENT POLICY for TOURISM PROMOTION ACTIVITIES**

Florida Statute 125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for Palm Beach County. These guidelines apply to all TDC-funded agencies including the Palm Beach County Sports Commission, and their respective subcontractors. The statute authorizes reimbursement for "actual and reasonable" expenses. All purchases over \$10.00 must have receipts.

County Tourism Promotion contractors are authorized to provide, arrange and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the agency. However, entertainment expenses shall be authorized only when meeting with sports and travel writers, National Governing Bodies (NGB's), or other persons connected with the sports and tourist industry. All travel and entertainment-related expenditures in excess of \$10 shall be substantiated by paid invoices. Palm Beach County PPM CW-F-009 Travel Policy is utilized when Florida Statute Section 125.0104 does not govern or this policy. This PPM for the TDC and its agencies follows Section 125.0104 in allowing extended limits when TDC personnel are engaged in marketing activities as defined in Section 125.0104. Staff for TDC Administration will have their travel authorized by the Assistant County Administrator when extended limits on reimbursements are to be used.

Tourism Promotion activities shall include consumer and trade shows, site visits, familiarization tours, sales missions, and other travel-related and entertainment expenses that are incurred by officers and employees of the Commission, other authorized persons, sports and travel writers, NGB's, or other persons connected with the tourist industry in the course of promoting Palm Beach County.

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**DOMESTIC TRAVEL (Including Florida)**

Meal expenses will be deemed to be reasonable if they comply with the per diem limit by city as shown in the most recent Business Travel News publication, which has been summarized with CPI adjustments factored in. If a particular city that is not listed in the publication, it may be appropriate to use the next closest city as the guide. However, some resorts are adjacent to a city with a per diem meal schedule that may not be on par with the resort. In that case, "actual and reasonable" meal expenses will be accepted. Any departure from the published rates will be deemed to be excessive unless the reasonableness and necessity of the expenditure is satisfactorily proven by the traveler in a written explanation on the expense reimbursement form.

Meal expenditures may be combined such that the daily total does not exceed the per diem limit, provided, however, that one does not incur entertainment expenses which include a meal during the same day, or during a day when the traveler arrives or departs from a city. The maximum tip on any meal is 15%, NO EXCEPTIONS. Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make 1 personal



call home per day, excepting unusual circumstances which must be explained and will be subject to review.

### **FOREIGN TRAVEL**

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication that is distributed monthly. This publication breaks down per diem into meals & incidentals (MIE), and lodging. The MIE rate is inclusive of tips for meals and other related expenses.

Foreign Exchange: Please submit the receipt for foreign exchange to determine the rate of exchange. DO NOT USE THE HOTEL TO EXCHANGE CURRENCY unless it is an emergency. Exchange rates will be verified for reasonableness from historical data posted on the Internet. The currency site for foreign exchange is www.oanda.Com.

When traveling in several countries on the same trip, please submit an expense report for each country along with the exchange rate in effect at the time of travel.

EXCEPTIONS FOR FOREIGN TRAVEL: Lodging may exceed the per diem listed provided there is a valid reason as to why the accommodations exceeded the per diem limits. For example, when the Sports Commission attends the Sport Accord Convention in Switzerland, all hotels increase their rates significantly for this event. Since they have little choice but to pay a rate that is well above the rates published in the guide, it will be reimbursed because it is actual and reasonable under the circumstances.

### **AIR TRAVEL**

For flights of four (4) hours or more, full fare coach tickets may be purchased for upgrade to business class/first class, if available through airline programs. For all other air travel, the traveler shall attempt to obtain the most economical means of travel that is reasonable under the circumstances.

### **RECEIPTS ARE REQUIRED FOR ALL EXPENDITURES OVER \$10.00**

TIPS: All tips for portage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. In general, tips do not need to be supported by a receipt; however, when tips over \$10.00 are given for portage of large and/or numerous boxes of material or displays, explanations are required and receipts should be obtained when possible. Tips for meals are to be included in the meals column, NOT the tips column of the expense report.

### **ENTERTAINMENT**

As previously indicated, FS 125.0104 states that "entertainment expenses shall be authorized only when meeting with sports and travel writers, NGB's or other persons connected with the tourist industry." Please note that entertainment expenses must always be related to persons connected with the tourism industry, as noted above, to be reimbursed.

Entertainment expenses are currently limited by agreement with the County Commission to the following amounts per person per day:

Breakfast:	\$20.00	A maximum 20% gratuity
Lunch:	\$40.00	may be added to these rates.
Dinner:	\$60.00	

The above limits do not include taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, beverages served at a reception, photography and special decorations are not included. Gratuity exceeding 20% for group functions may be approved by the Executive Director of the TDC or his designee.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance. (For Sports Commission, staff may follow special procedures for exceeding the above limits by requesting contributions from participants to offset the anticipated overage. These procedures are very specific and require advance planning and authorization.)

#### EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard 2-sided Expense Report. It must be approved by the agency head. Write the proper account code in the top right corner (example: 4806 - XXX Public Relations)

**IMPORTANT:** You must also attach a copy of the page(s) from the Sales and Marketing Management guide that lists the per diem for the city(s) where you have incurred meals and/or lodging expenses.

#### GENERAL

THERE ARE THREE IMPORTANT GUIDELINES TO KEEP IN MIND WHEN TRAVELING and/or ENTERTAINING. IN ORDER TO BE REIMBURSED UNDER FS 125.0104 AND THE POLICIES OUTLINED ABOVE:

- 1.) EXPENSES MUST BE ACTUAL and SUPPORTED BY RECEIPTS
- 2.) EXPENSES MUST BE REASONABLE UNDER THE CIRCUMSTANCES
- 3.) EXPENSES MUST BE IN THE COURSE OF TOURISM PROMOTION OR OTHER OFFICIAL DUTIES OF THE AGENCY.

There will **ALWAYS** be gray areas or instances where an expense may be actual and reasonable but may be called into question as to whether it falls under one statute or another, or may not be allowed at all. The TDC reviews all expenses and submits them to the Clerk of Court for preaudit and reimbursement. The Clerk has the authority to refuse payment or reimbursement on any item at any time. If there is any doubt as to whether an expense will be reimbursed, check with the TDC Financial Analyst.

EXHIBIT "E"

SMALL BUSINESS ENTERPRISE POLICY

The PBCSC agrees to make good faith efforts in providing equal opportunity whereby all Palm Beach County businesses may fully participate in providing the PBCSC with those goods and services necessary to perform the functions and services provided for in the Agreement. The PBCSC agrees to ensure that Palm Beach County certified Small Business Enterprise (SBE) businesses are afforded the opportunity to participate in the PBCSC's competitive purchasing process. The PBCSC further agrees to provide semi-annual reports to the TDC and, if requested, to the Board of County Commissioners, to enable Palm Beach County to monitor the participation of SBEs in the PBCSC's competitive purchasing process.

GUIDELINES:

1. The PBCSC shall maintain bid lists of Palm Beach County certified SBEs supplied by Palm Beach County pertaining to those goods and services utilized by the PBCSC and will notify these vendors of potential opportunities as a part of their purchasing procedures.
2. The PBCSC shall encourage their contractors, where possible to use Palm Beach County certified SBE vendors.
3. The PBCSC's bid/cost estimate form will include an SBE check-off to denote bids from SBE certified vendors per the certified bid list from Palm Beach County.
4. The PBCSC shall submit semi-annual reports to the TDC. The PBCSC will provide reports to the Board of County Commissioners upon its request, detailing the results of efforts to obtain SBEs participation.
5. In contracting for collateral materials, the distribution thereof, and materials and services for the production of the Sports Magazine, the PBCSC shall seek to achieve the percentage goal established by COUNTY for similar services which is in effect during the term of this Agreement.
6. The PBCSC agrees that the definitions contained in Palm Beach County Ordinance No. 2002-064 as it may be amended from time to time, relating to minorities, women and minority and women business enterprises shall be the definitions utilized by COUNTY and PBCSC hereunder.

EXHIBIT F  
FY06-07 PERFORMANCE MEASUREMENTS

- \* Maintain sports related room nights to 127,000
- \* Organize site visits to recruit 6 events/activities into Palm Beach County
- \* Increase Category G Grant Funding by 10%
- \* Provide funding to 15 events and assistance to 60 events

**EXHIBIT "G"**  
**SALARY POLICY**

The salaries provided by the PBC Sports Commission to its employees shall be in conformity with the specific salary ranges set forth in its guidelines, policies, and procedures. Any increase in annual salary of an employee of the PBC Sports Commission, other than the Executive Director, which is funded from revenues derived from the Tourist Development Tax shall not exceed the amount established for such fiscal year pursuant to the following "pool of funds" policy:

- a.) for each individual employee paid for by TDC funds, show the name, starting date, position and salary range for the position, and their gross salary as of September 30th immediately preceding the fiscal year and the anticipated date of any merit increase during the fiscal year.
- b.) compute 5% of each individual's salary as of said Sept.30th.
- c.) Compute the number of days from the anticipated date of merit increase until the end of the fiscal year, and divide those days into 365.
- d.) multiply the answer in 'c' by the amount in 'b'
- e.) the sum of the amount computed in 'd' for each employee shall be the maximum amount that can be used for merit increases in the fiscal year.

Each time an employee is given a merit increase, the agency shall submit a report to the Executive Director or his designee showing the amount of the increase, along with a running total of any and all previous increases, and a net amount available as of the date of the report.

Increases will be based on merit performance only and not cost of living increases. The limitation on merit increases established by this salary policy shall not apply to the promotion of an employee to the minimum salary level of a new job category.

The Executive Director shall be eligible for a merit-based increase of up to 5% from revenues derived from the Tourist Development Tax. In addition to any annual merit-based salary increase, a lump-sum performance-based incentive payment of up to five percent of the base salary, prior to any increase, of the Executive Director may be paid from such revenues upon approval of the TDC and the County. The approval process for such lump-sum payment is as follows:

At the beginning of each fiscal year, the Board of Directors of the PBC Sports Commission shall establish specific performance goals for the Executive Director for the fiscal year. These goals, along with the Annual Marketing plan, shall be submitted to the TDC for their review and approval. At the end of the fiscal year, the Board of Directors shall review the extent of achievement of the goals by the Executive Director/President, and may make a recommendation for such an additional payment. This review shall be fully documented using a standard executive evaluation form. The Board's review and recommendation shall be submitted to the TDC for review and approval, and then to the BCC for final approval.

Any salary adjustment for the Executive Director shall be effective October 1st of each year. The County Administrator and the BCC shall be given an update of all tourist tax funded staff positions along with full disclosure and backup at the end of each fiscal year by the TDC executive director or his designee..

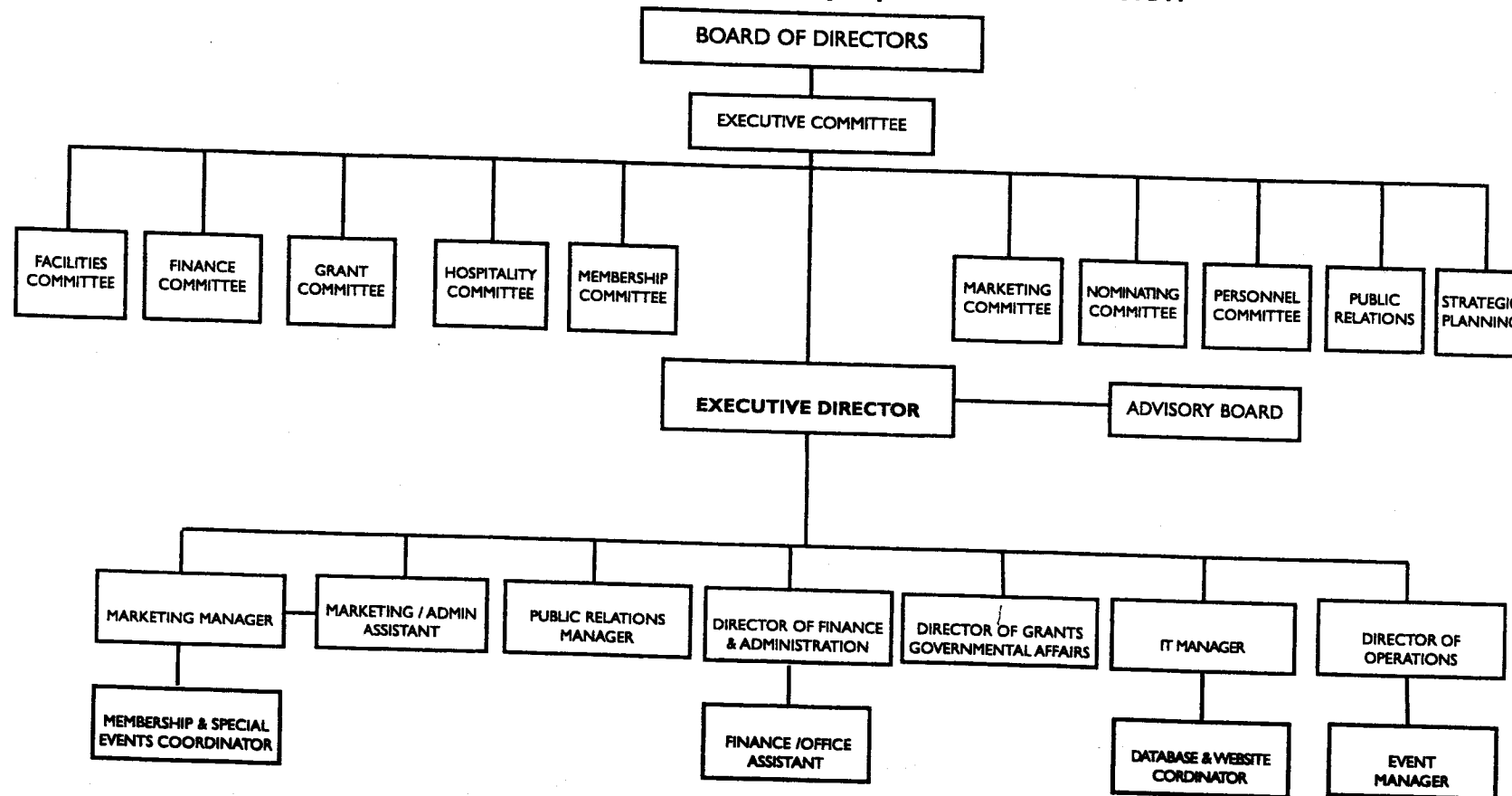
# **PALM BEACH COUNTY SPORTS COMMISSION SALARY STRUCTURE**

<b>JOB TITLE</b>	<b>START</b>	<b>MID-RANGE</b>	<b>MAXIMUM</b>
Executive Director (does not include car allowance)	70,000	100,000	130,000
Director of Operations	45,000	60,000	80,000
Director of Grants & Government Affairs	35,000	50,000	60,000
Director of Computer & Design <i>IT Manager</i>	40,000 30,000	50,000 40,000	60,000 50,000
Marketing Manager <i>Marketing Assistant</i>	35,000 25,000	43,000 35,000	50,000 50,000
Director of Finance & Administration <i>Finance Manager</i>	35,000	45,000	60,000
Event Manager <i>Sports Coordinator</i>	30,000 25,000	40,000 30,000	50,000 35,000
Public Relations/Media Manager <i>P/R Coordinator</i>	30,000 25,000	40,000 35,000	50,000 45,000
Membership & Special Events Coordinator	25,000	30,000	40,000
Data Base & Website Coordinator	25,000	35,000	45,000
Office/Finance Assistant	25,000	30,000	35,000
Marketing/Admin. Assistant <i>Secretary/Ex. Dir.</i>	25,000 20,000	30,000 25,000	35,000 30,000

O:\PBCSC Salary Structure

8/2/2006

# Palm Beach County Sports Commission



## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
3/28/06

PRODUCER

FOR SERVICE CALL:  
FRANCIS L. DEAN & ASSOCIATES, INC.  
WHEATON, ILLINOIS  
800/745-2409  
www.fdean.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A CAPITOL SPECIALTY INSURANCE CORP.  
COMPANY B QBE INSURANCE CORPORATION  
COMPANY C  
COMPANY D

INSURED SPORTS AND REC. PROVIDERS ASSN. PURCHASING GROUP  
PALM BEACH COUNTY SPORTS COMMISSION  
AND PALM BEACH COUNTY SPORTS INSTITUTE  
1555 PALM BEACH LAKES BOULEVARD #1410  
WEST PALM BEACH, FL 33401 CERT. #6109

## COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CS218050	5/8/06	5/8/07	GENERAL AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire) \$ 100,000.00
					MED EXP (Any one person) \$ 5,000.00
					COMBINED SINGLE LIMIT \$ 1,000,000.00
A	AUTOMOBILE LIABILITY	CS218050	5/8/06	5/8/07	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	CS218059	5/8/06	5/8/07	EACH OCCURRENCE \$ 2,000,000.00
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> INCL				EL EACH ACCIDENT \$
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL DISEASE - EA EMPLOYEE \$
A	OTHER SEXUAL ABUSE/MOLESTATION	CS218050	5/8/06	5/8/07	PER OCCURRENCE \$ 100,000.00 AGGREGATE LIM. \$ 100,000.00
B	ACCIDENT COVERAGE	TBD	5/8/06	5/8/07	MED. EXP. BENEFIT \$ 25,000.00 AD&D BENEFIT \$ 5,000.00 DEDUCTIBLE \$ 250.00

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS OF THE NAMED INSURED DURING THE POLICY PERIOD. THERE IS A \$500.00 DEDUCTIBLE FOR EACH PROPERTY DAMAGE CLAIM.

## CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
301 NORTH OLIVE AVENUE  
WEST PALM BEACH, FL 33401

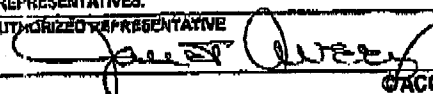
## CANCELLATION

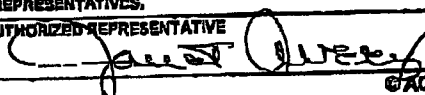
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Frisco Risk Partners 2005 Pan Am Circle Ste 300 Tampa, FL 33607		INSURERS AFFORDING COVERAGE			
INSURED		INSURER A:			
Palm Beach County Sports Commission 1555 Palm Beach Lakes Blvd. #410 West Palm Beach, FL 33401		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E: Technology Insurance Company			
COVERAGES					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE CTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER				
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TWC3108228	07/12/06	07/12/07	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$500,000
					E.L. DISEASE - EA EMPLOYEE \$500,000
					E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
CERTIFICATE HOLDER		ADDITIONAL INSURER D; INSURER LETTER		CANCELLATION	
Palm Beach County Board of County Commissioners 301 N. Olive Avenue West Palm Beach, FL 33401 fax 561-233-3113 Attn: Ernie				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
				AUTHORIZED REPRESENTATIVE 	

<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD/YY) 09/01/06	
<b>PRODUCER</b>  Frisco Risk Partners 2005 Pan Am Circle Ste 300 Tampa, Fl 33607			<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>			
			<b>INSURERS AFFORDING COVERAGE</b>			
<b>INSURED</b>  Palm Beach County Sports Commission 1555 Palm Beach Lakes Blvd. #410 West Palm Beach, Fl 33401			INSURER A: INSURER B: INSURER C: INSURER D: INSURER E Technology Insurance Company			
<b>COVERAGES</b>  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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS MADE</b> <input type="checkbox"/> <b>OCCUR</b>  <input type="checkbox"/> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>CLAIMS MADE</b>  <input type="checkbox"/> <b>DEDUCTIBLE</b> <input type="checkbox"/> <b>RETENTION</b> \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	TWG3108228	07/12/06	07/12/07	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000	
	<b>OTHER</b>					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
<b>CERTIFICATE HOLDER</b>		<b>ADDITIONAL INSURED; INSURER LETTER:</b>		<b>CANCELLATION</b>		
Palm Beach County Board of County Commissioners 301 N. Olive Avenue West Palm Beach, Fl 33401 fax 561-233-3113 Attn: Ernie				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE 		
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