

Agenda Item #:

3CC-4

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: DISCOVER PALM BEACH COUNTY, INC.

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE: Agreement with Discover Palm Beach County, Inc. d.b.a. Palm Beach County Convention & Visitors Bureau (the "CVB") 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 CVB 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-2001-1571, 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" – Goals and Objectives; (B) makes certain amendments of a technical nature to the body of the contract as described below; and (C) adopts revised Exhibit "G" – Travel Policy, Exhibit "T" - Salary Structure, and Exhibit "J" – Organizational Chart. These changes have been reviewed and approved by the TDC. The new Agreement is for the amount of \$9,077,000. (TDC) Countywide (MC)

Background and Justification: Under the current Agreement, the CVB develops and implements the Annual Tourism Marketing Plan for the County. The new Agreement makes provision for the continuation of such services for an additional five years, through September 30, 2011. The new Agreement also clarifies that the participation by County staff in the selection of a President of the CVB is to be as a voting member of any selection or screening committee. The new Agreement adopts a new Exhibit "A" (Annual Budget), as well as a new Exhibit "F" (Goals and Objectives), to apply during Fiscal Year 2007. The new Agreement also includes (i) a revision to Exhibit "G" (Travel Policy) providing for annual updating of the references used for determining actual and reasonable costs of travel; (ii) revised Exhibit "T" (Salary Policy) applying an index of three percent to the amounts of the salary grades, and raising the maximum for the position of President/CEO by five percent to allow for the annual increase permissible under the Salary Policy; and (iii) Exhibit "J" (Organization Chart) with revisions as necessary to conform to the CVB's budget for 2007 as previously approved by the CVB Board and the TDC.

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

Recommended by:  Date 8/17/06
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	\$9,077,000	tbd	tbd	tbd	tbd
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
	\$9,077,000	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 _____ Unit _____ Object 500
Reporting Category _____

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

Discover receives 52.47% of the first 3 cents of the local option bed tax.

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

This item is included in the FY 2007 proposed budget.

[Signature] 9-8-06
OFMB *[Signature]* 9/17/06
[Signature] 9/17/06
Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

[Signature]
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Approved as to Terms and Conditions:

Department Director

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

CHANGES TO CVB MARKETING CONTRACT FOR FY 2007

The new five-year CVB marketing contract contains the following changes from the existing contract:

THIS AGREEMENT is made and entered into effective _____ 20042006,

. . . .

6. Policies and Procedures; Performance Criteria.

. . . .

C. **President of DPBC.** The Executive Director of the TDC and the County Administrator or his designee shall participate in the interview process for DPBC's selection of a President as voting members of any committee appointed to make recommendations to DPBC's Board of Directors.

. . . .

20. **Term of Agreement.** Except as provided herein to the contrary, this Agreement shall become effective on the date of this Agreement and shall expire on September 30, 20082011. This Agreement may be extended or modified upon mutual agreement in writing.

. . . .

EXHIBIT "G"

TRAVEL & ENTERTAINMENT POLICY

. . . .

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 Per Diem schedule from the Sales & Marketing Management publication, which has been summarized with CPI adjustments factored in each year distributed at the beginning of each fiscal year. If a particular city is not listed in the S&MM publication Per Diem schedule, it may be appropriate to use the next closest city as the guide.

NEW EXHIBITS:

Exhibit "A" (Annual Budget)

Exhibit "F" (Goals and Objectives)

Exhibit "I" (Salary Policy)

Exhibit "J" (Organization Chart)

AGREEMENT WITH DISCOVER PALM BEACH COUNTY, INC.

THIS AGREEMENT is made and entered into effective _____ 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 Discover Palm Beach County, Inc., a Florida not-for-profit corporation, whose Federal I.D. number is 59-232-1112, (hereinafter referred to as "DPBC").

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, the Tourist Development Plan currently provides that 53.6 percent of the funds derived from such tax designated as "Category A" shall be used to promote and advertise Palm Beach County tourism in the State of Florida, and nationally and internationally; and

WHEREAS, the parties have previously entered into agreements whereby DPBC, as an independent contractor, furnished the professional services necessary to assist the COUNTY in carrying out projects of the Tourist Development Plan; and

WHEREAS, the parties now wish to enter into an agreement for the provision of services for an additional term.

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

1. **Functions and Services.** DPBC shall assist the COUNTY in promoting and advertising Palm Beach County tourism in the State of Florida, and nationally and internationally, in furtherance of the Category "A" 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 and consultation with the Executive Director of the TDC, with persons providing contractual services for the COUNTY's Tourist Development Plan under this Agreement, and with other interested persons, DPBC shall develop an Annual Budget and a specific and detailed annual marketing plan (hereinafter referred to as the "Annual Marketing Plan") for accomplishing the purposes of Category "A" of the Tourist Development Plan. DPBC will submit such Annual Budget and Annual Marketing Plan to the TDC through the TDC's Executive Director for its review, modification and adoption. Following its adoption by the TDC, the Executive Director of the TDC will submit the Annual Marketing Plan to each member of COUNTY's Board of County Commissioners. DPBC will implement such Plan as provided in subparagraphs B through R of this paragraph. Such Plan may be amended from time to time in the same manner as provided for its adoption.

B. Advertising. DPBC shall develop a Creative and Media Plan for tourism advertising in Palm Beach County as part of the Annual Marketing Plan. The Creative and Media Plan referred to in this subparagraph shall include themes, slogans, copy and graphics to be employed in print, media, and promotional materials, as well as marketing strategies.

C. Fulfillment. DPBC shall develop a Fulfillment Plan as part of the Annual Marketing Plan, and implement such plan through the distribution of collateral materials in response to inquiries and leads generated through the advertising and promotion activities conducted hereunder.

D. Collateral Materials. DPBC shall arrange for the design and production of collateral materials, including brochures and other printed materials, for use in inquiry fulfillment, trade shows, foreign representations, tour package promotions, groups and conventions sales, and other tourism promotion activities as provided in this Agreement and the Annual Marketing Plan.

E. Public Relations. DPBC shall secure coverage promoting tourism in Palm Beach County in appropriate media through feature articles, news accounts, and other forms, by developing press kits and photo libraries, conducting public relations seminars and press trips, developing other media contacts, and through other appropriate means.

F. Tour Package Development. DPBC shall arrange for the development of package tours for tourists in Palm Beach County through a program for necessary education, cooperation, and communication among tourist facilities, and travel and promotion agencies.

G. Consumer and Trade Shows. DPBC shall provide for adequate attendance, staffing, and coordination, including booth development and construction, for all TDC-approved trade and consumer shows, including but not limited to those described in the Annual Marketing Plan.

H. Familiarization Tours. DPBC shall initiate and obtain adequate sponsorship, attendance, staffing, and coordination of familiarization/educational tours of Palm Beach County for travel agents, tour operators, meeting planners and media personnel.

I. Sales Missions. DPBC shall ensure adequate staffing and coordination of sales calls to key travel industry personnel in targeted markets.

J. Cooperative Marketing Grants. In accordance with the guidelines, policies and procedures adopted hereunder, or as otherwise provided by the TDC, DPBC shall solicit, receive, and review applications for grants for cooperative marketing activities for tourism-related special projects, including but not limited to events to increase tourism. DPBC 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. DPBC shall serve as contract administrator with respect to such grants.

K. Foreign and Domestic Representation. To the extent provided in this

Agreement and the Annual Marketing Plan, DPBC shall promote awareness of Palm Beach County as a tourism destination in key markets within and outside the United States by arranging meetings with, and distribution of promotional materials to, travel agents, tour operators, meeting planners, incentive buyers, and media personnel.

L. Promotional Items. In cooperation with the advertising agency and other contractors providing services for the COUNTY's Tourist Development Plan under this Agreement, DPBC shall arrange for the development, production, and distribution of promotional items as needed in the implementation of the Annual Marketing Plan consistent with the themes of the Creative and Media Plan developed under subparagraph B of this paragraph.

M. Group Sales. DPBC shall develop a Group Sales component of the Annual Marketing Plan, including quarterly and annual sales goals, and implement such plan through such activities as the operation of a clearinghouse to coordinate the booking of lodging and meeting rooms for group meetings, and the provision of registration personnel, name tags, message centers, and other logistical and other services, products, and materials and the support of related miscellaneous activities and functions.

N. Reserved.

O. County-Wide Online Reservation System. DPBC shall develop and operate a county-wide online reservation system for use as a housing bureau for the Convention Center and as a booking service to be utilized by hotels and, as feasible, other tourist-related business in the County. Such reservation system shall, to the extent feasible, including the following capabilities:

- i. an online hotel room reservation booking system that provides the functionalities and features of a hotel central reservation system (CRS), for use by multiple hotels;

- ii. connectivity to any switch (such as Pegasus) and a global distribution system (GDS) (such as Amadeus) selected by the CVB;
- iii. the capability to reserve airline seats and book airline fares, car rentals, and other customary travel activities.
- iv. Such other functions and capabilities as may be developed from time to time in consultation with the County tourism community.

P. Contributions of Goods and Services. DPBC 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, private contributions of goods and services, including but not limited to the providing or furnishing of meals, receptions, transportation, lodging, admissions and beverages.

Q. Personnel. DPBC shall employ, subject to the availability of funds allocated for such purpose and as set forth in the attached Exhibit "A", sufficient staff and support personnel to perform on behalf of DPBC the Duties and services called for in this Agreement. Any new full-time, part-time or contract position instituted during the term of this Agreement shall be approved in advance by the Executive Director of the TDC. DPBC personnel shall be located in the COUNTY's TDC office.

R. Other Duties. DPBC shall perform such additional related duties and services as may be required from time to time by the COUNTY. Such duties shall include the operation and maintenance of a computer network for the CVB, the TDC, and participating entities funded by the COUNTY's Tourist Development Tax, on terms consistent with this Agreement and in accordance with the budget for each such entity as approved by COUNTY.

2. Selection and Termination of Contractors. The services described in subparagraph B of paragraph 1 shall be provided by an independent contractor under contract with DPBC. Services

provided under subparagraphs C, E, F, and K of this paragraph may be provided by independent contractors under contracts with DPBC in accordance with the Annual Marketing Plan and the Annual Budget of DPBC ("Exhibit "A") and subject to the provisions of this paragraph 2. The term of any such contract shall not extend beyond the expiration or 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.

All contractors shall be solicited and selected in accordance with procedures for the procurement of goods and services attached hereto as Exhibit "D", with procedures for maximization of participation of small business enterprises attached hereto as Exhibit "E", and with contracting policies and procedures, including a standard form of contract, adopted by DPBC in accordance with paragraph 6 of this Agreement.

Any personnel or entities with which DPBC enters into contracts for services pursuant to this paragraph 2 shall be specifically experienced in, and qualified for, the provision of such services. DPBC shall monitor and evaluate the performance of all such contractors. DPBC shall insure that all parties to such contracts provide a monthly report on the duties performed and services provided. DPBC shall provide to the TDC a quarterly summary report of the results of such monitoring and evaluation, and shall take reasonable measures to assure the continued satisfactory performance of all contractors. Should DPBC, after taking such reasonable measures, determine after consultation with the Executive Director of the TDC, that any such contractor has failed to perform in accordance with its contract, DPBC shall terminate such contract with notice to the Executive Director of the TDC.

3. Compensation and Method of Payment. Costs incurred by DPBC 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 "A" of the Tourist Development Plan. Payments to DPBC shall be consistent with the Annual Marketing Plan adopted by the TDC and the Annual Budget adopted by the COUNTY, and shall be made only for

expenditures which are specifically authorized by the COUNTY. The DPBC 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 DPBC, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.

Payments by the COUNTY shall be made to DPBC in accordance with the fiscal procedures of the COUNTY as reimbursement for authorized expenditures or provision of goods or services, following DPBC's determination that the goods and services have been properly provided, and upon submission of invoices by DPBC to the Executive Director of the TDC or his designee, and a determination by the Executive Director of the TDC or his designee that the invoiced payments are authorized as defined above and that the goods or services covered by such invoice have been provided or performed in accordance with such authorization.

Each invoice submitted by DPBC 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.

DPBC shall certify in writing any subcontractors, subconsultants and suppliers that have not been paid for invoiced work and materials from previous progress payments received by DPBC prior to receipt of any further progress payments. During this Agreement and upon completion of this Agreement, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant or supplier and the COUNTY or any liability on the COUNTY for DPBC's failure to make timely payment to the subcontractor, subconsultant or supplier.

It is mutually agreed that DPBC shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to DPBC and such independent contractors on a continual basis amounts properly payable under this Agreement and supported by receipted invoices submitted by DPBC. Any travel and entertainment expenses incurred by DPBC may be reimbursed to DPBC by the COUNTY only upon the express 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 DPBC or any third party on any invoice of DPBC, 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.

DPBC 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 DPBC Annual Budget, included in the attached 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 DPBC; adjustment in excess of 10% of any line item must be authorized by the Executive Director of the TDC.

In order to provide the services set forth in Exhibit "A", DPBC may also enter into contracts with various firms or individuals to assist DPBC in its performance of the activities or functions described in subparagraphs D, G, H, I, L, M, N, O, and R of paragraph 1, 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 DPBC's Annual Budget set forth in Exhibit "A". The term of any such contract shall not extend beyond the expiration or 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 DPBC encounters unanticipated necessary expenses in performing services to be provided by DPBC under this Agreement, DPBC 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. DPBC 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 subparagraphs D, G, H, I, L, M, N, O, and R of paragraph 1 of 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. DPBC may purchase goods or services between \$1,000 and \$5,000 upon obtaining oral quotes for the goods or services. DPBC will make every effort to obtain a minimum of three (3) oral quotes.

B. Purchases Between \$5,001 and \$10,000. DPBC shall request written quotations for all purchases between \$5,001 and \$10,000. DPBC 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. DPBC shall furnish the Executive Director of the TDC with the responses or quotations received prior to award. In the event the Executive Director of the TDC shall question the recommended contract, DPBC shall establish the appropriateness of the contract

C. Purchases Exceeding \$10,000. DPBC shall request written proposals for all purchases over \$10,000. DPBC 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, trade publication, or other appropriate vehicle 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 contract which exceeds \$10,000 shall require the prior approval of the Executive Director of the TDC.

D. Professional and Consulting Services. All contracts for professional or consulting services entered into pursuant to the provisions of this paragraph 4 shall be evidenced by a written agreement 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. DPBC is prohibited from entering into contracts under this paragraph 4 in excess of \$30,000, and all contracts shall require the prior approval of the Executive Director of the TDC. In addition, the cumulative contracts entered into by DPBC under this paragraph 4 with any one vendor during the term of this Agreement shall not exceed \$30,000. The Executive Director of the TDC must approve the form and content of the agreement prior to its execution by the vendor and DPBC. Any contract under this paragraph which is expected to exceed \$30,000 will be solicited and awarded under paragraph 2.

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 Executive Director of the TDC may authorize the purchase of goods or services without requests for quotes or proposals when DPBC has provided evidence in writing that such good or service is the only item that meets the need and is available through only one source. The vendor shall provide in writing certification that they are the sole source of the good or service.

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.

H. Purchasing under Government Price Agreements. Notwithstanding any other provision of this Paragraph 4, DPBC may procure goods and services hereunder from vendors who provide pricing that is in accord with existing price agreements with the State of Florida, Palm Beach County, or the Palm Beach County School Board.

DPBC will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. DPBC will solicit quotes or proposals from responsible prospective suppliers obtained from DPBC's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like. Awards under this paragraph 4 will be made to the lowest responsive, responsible bidder whose offer is determined to be the most advantageous to DPBC in its performance of the activities or functions provided for in this Agreement. Evaluation of offers and proposals shall be based upon the criteria established by DPBC and approved by the Executive Director of the TDC, and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Upon the approval of the Executive Director of the TDC, discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of DPBC in the performance of its duties, obligations and functions as provided in this Agreement.

5. Reporting. DPBC shall provide certain reports to the TDC, through the TDC's Executive Director, on a regular basis. These reports shall consist of (1) monthly reports which shall consist of a summary of the duties and services which have been performed pursuant to this Agreement; (2) quarterly reports relating to Performance Measures as specified in paragraph 6.B., and quarterly reports of the results of monitoring and evaluation of contractors as specified under paragraph 2 and paragraph 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 DPBC under this Agreement.

6. Policies and Procedures; Performance Criteria.

A. Policies and Procedures. DPBC shall submit to the TDC for its approval guidelines, policies and procedures which, upon approval by the COUNTY, shall further govern DPBC 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. DPBC 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 attachments:

- Exhibit "B" - Moving Expense Reimbursement
Policy for Employees Hired
in Selected Positions
- Exhibit "C" - Reserved
- Exhibit "D" - Procurement Policy
- Exhibit "E" - SBE Policy
- Exhibit "F" - Performance Measurements
- Exhibit "G" - Travel Policy
- Exhibit "H" - Salary Policy
- Exhibit "I" - Salary Ranges
- Exhibit "J" - Organizational Chart

The provisions of this Agreement, including the policies set forth in Exhibits "B", "C", "D", "E", "F", "G", "H", "I" and "J", shall control over any provisions of DPBC's guidelines, policies and procedures which may be in conflict with the provisions hereof, except any guideline, policy, or procedure which may hereafter be adopted by DPBC and approved by the COUNTY. Should the COUNTY adopt an ordinance policy, or an amendment thereto, that is inconsistent with the provisions of Exhibits B through J, the parties agree to modify such exhibits as necessary to conform with such ordinance or policy.

B. Annual Review; Performance Measures. The Executive Director of the TDC will prepare and submit to the TDC and the Chair of DPBC an annual evaluation of DPBC's performance of its duties under this Agreement. In the performance of its duties under this Agreement, DPBC agrees to make all good faith efforts to achieve the performance measures attached hereto and incorporated herein as Exhibit "F". Such Exhibit shall be updated annually as part of the Annual Marketing Plan approved by the TDC under paragraph 1.A.

C. President of DPBC. DPBC shall hire and appoint a President who shall be an employee of DPBC, and who shall have the day to day responsibility for the performance of

the duties and obligations of DPBC. The President shall fully cooperate and work with the Executive Director of the TDC to insure that the activities of DPBC and the contractors provided for herein are in conformance with the Annual Marketing Plan adopted by the TDC and COUNTY. The Executive Director of the TDC and the County Administrator or his designee shall participate in the interview process for DPBC's selection of a President as voting members of any committee appointed to make recommendations to DPBC's Board of Directors. The activities of the Executive Director of the TDC and the President of DPBC shall be coordinated so as to be complementary and to minimize duplication of effort. The activities of the President (on behalf of DPBC) shall be of a daily operational and marketing nature, while the activities of the TDC's Executive Director (on behalf of COUNTY) shall be managerial, administrative and policy oriented in nature. DPBC shall continuously keep the Executive Director of the TDC fully informed as to all activities of DPBC 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 all committees and sub-committees of DPBC. As provided in paragraph 6.B. hereof, the Executive Director of the TDC will prepare and submit to the TDC and the Chair of DPBC an annual evaluation of DPBC's performance of its duties under this Agreement. DPBC will report the results of the President's annual performance and salary review to the TDC at the TDC's next regularly scheduled meeting, but in no event later than sixty (60) days prior to the end of the current COUNTY fiscal year.

D. Employees of DPBC; Conditions of Employment.

(1) DPBC 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, including the IACVB job listing.

(2) The salaries provided by DPBC to its employees shall be in conformity

with the position-specific salary ranges set forth in its guidelines, policies and procedures, attached hereto as Exhibit I. Any increase in the annual salary of an employee of DPBC which is funded from revenues derived from the Tourist Development Tax shall be in conformance with the Salary Policy attached as Exhibit "H".

(3) The car allowance provided to the President of DPBC 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.

(4) DPBC may offer to its employees a qualified defined contribution pension plan. Contributions to such plan shall not exceed ten percent of the employees' actual salaries. DPBC shall incorporate the provisions of such plan into the policies and procedures of DPBC, and shall notify COUNTY of any proposed revision to the plan prior to implementation in accordance with subparagraph (a) of paragraph 6 of this Agreement.

E. Contracts; Independent Contractor. All contracts for professional and consulting services entered into by DPBC under this Agreement shall be in writing and shall state that DPBC 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.

F. Approvals by County. 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 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 as it may be amended from time to time. 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.

G. Property Control. All furniture or equipment acquired by or for the use of DPBC 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. DPBC 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. DPBC shall make no alterations, repairs or improvements to the furniture or equipment without first obtaining the prior approval of the Executive Director of the TDC.

H. Accounting and Use of Non-Tourist Tax Funds. DPBC's policies and procedures shall make provision for one or more separate accounts for receipt of non-tourist tax revenues received by DPBC such as membership dues, participation fees, and contributions, and for the payment from such accounts of expenses of DPBC that are not reimbursed pursuant to paragraph 3 of this Agreement. DPBC shall incur and pay only such expenses as are lawful ordinary and necessary administrative and operating expenses incurred in connection with the marketing and promotion of Palm Beach County tourism, including, when applicable, the marketing and management of the planned Palm Beach County Convention Center.

I. Annual Audit. DPBC shall have an audit of its finances conducted annually by a qualified independent auditor in accordance with generally accepted accounting principles. The report of such audit shall be available for inspection pursuant to paragraph 12 of this

Agreement.

7. Independent Contractor. DPBC 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 DPBC 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 DPBC's sole direction, supervision and control. DPBC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects DPBC'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 Palm Beach County.

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

A. DPBC will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, national origin, sex, age, handicap, disability, sexual orientation, or marital status, 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 apprenticeship.

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

9. Non-Competition. DPBC shall not provide services or perform duties of a nature substantially similar to those contained in this Agreement regarding any resort area or tourist attraction on behalf of any association, corporation, person, group, or public or private agency or any other legal entity, other than Palm Beach County.

10. Certification of Conduct. DPBC hereby certifies that it will not attempt in any manner to improperly influence any specifications, or be unlawfully restrictive regarding any purchase of

services or commodities by the COUNTY.

11. Certificate of Authority and No Conflict. DPBC 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.

12. Availability of Records.

A. DPBC shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. DPBC 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 DPBC. 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 DPBC 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, the COUNTY is hereby granted the power to designate any or all records of DPBC 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.

13. Findings Proprietary. Any reports, information or data given to, prepared or assembled for or by DPBC 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 DPBC 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.

14. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property created by or on behalf of DPBC or the COUNTY under this Agreement or otherwise under Category "A" of the COUNTY's Tourist Development Plan shall be the property of the COUNTY, and DPBC hereby assigns to the COUNTY any and all rights DPBC has or may acquire in such intellectual property, including but not limited to the trade name "Palm Beach County Convention and Visitors Bureau". The COUNTY hereby grants a nonexclusive license to DPBC for the use of such intellectual property during the term of this Agreement for the purpose of carrying out DPBC's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including required approvals by the COUNTY, and provided further, that any and all revenues derived from such use by DPBC shall be applied solely to the performance of DPBC's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by DPBC to the COUNTY. DPBC shall take no action inconsistent with the COUNTY's rights in such intellectual property, and will take reasonable actions, including registration or assignment of trademarks and trade names, as necessary and appropriate to protect the COUNTY's rights in such property. DPBC is authorized and directed to include the COUNTY's name and logo and the names of the current members of COUNTY's Board of County Commissioners in any publications of DPBC for local distribution such as a tourism newsletter, annual report, and the like, as feasible and appropriate.

15. Prohibition of Assignment. DPBC 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.

16. Conflict of Interest. Neither DPBC, 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. DPBC shall promptly notify the TDC and the COUNTY in writing of all potential conflicts of interest, and specify the association, interest or other circumstance which may appear to influence DPBC, 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, DPBC, its officers, directors, agents or employees shall take all action necessary to resolve the conflict of interest.

17. Authority to Practice. DPBC 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 responsible manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

18. Insurance. DPBC 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. DPBC shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall name the COUNTY as an additional insured, and shall clearly indicate that DPBC 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 thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve DPBC of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. DPBC 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 DPBC 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 DPBC or by anyone directly employed by or contracting with DPBC.

C. Comprehensive Automobile Liability Insurance. DPBC 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 DPBC 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 DPBC or by anyone directly or indirectly employed by DPBC.

D. Workers' Compensation Insurance. DPBC 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.

19. Indemnification. DPBC 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 DPBC, its officers, employees, servants and agents in the performance of services under this Agreement, and regardless of whether such negligent act or omission of DPBC was caused, occasioned or contributed to in whole or in part by any negligent act or omissions of the COUNTY or its officers, employees, servants or agents. DPBC 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 DPBC, paragraph above and for which the COUNTY, its officers, employees, servants and agents are alleged to be liable.

20. Term of Agreement. Except as provided herein to the contrary, this Agreement

shall become effective on the date of this Agreement and shall expire on September 30, 2011. This Agreement may be extended or modified upon mutual agreement in writing.

21. Termination. The COUNTY or DPBC 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 DPBC or the COUNTY, 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 the other then, if such default is not cured, the non-defaulting party may at its option terminate this Agreement by giving the other written notice of its election to terminate this Agreement at least ten (10) days prior to the date of said termination. In the event the Board of County Commissioners shall decide to terminate this Agreement without cause, DPBC shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement.

22. Ordinance Amendment. Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Palm Beach County Tourist Development Ordinance No. 95-30, as amended, as the COUNTY may from time to time deem appropriate.

23. Performance and Obligation to Pay. DPBC's performance and the COUNTY's performance and obligation to pay under this Agreement are 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 "A" uses and an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "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 DPBC 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:

Robert Weisman
County Administrator
301 N. Olive Avenue
West Palm Beach, FL 33401

and if sent to DPBC, shall be mailed to:

Secretary
Discover Palm Beach County, Inc.
1555 Palm Beach Lakes Boulevard
Suite 204
West Palm Beach, FL 33401

26. Public Entity Crimes. As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, DPBC certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work 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).

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

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon Boch, Clerk & Comptroller

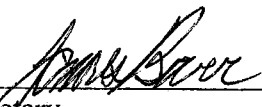
By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

ATTEST:

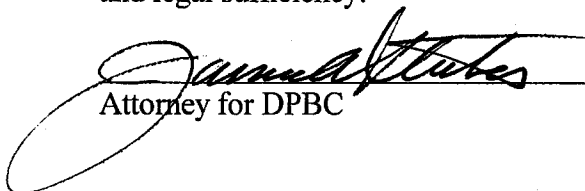
DISCOVER PALM BEACH COUNTY, INC.

By:  _____
Secretary

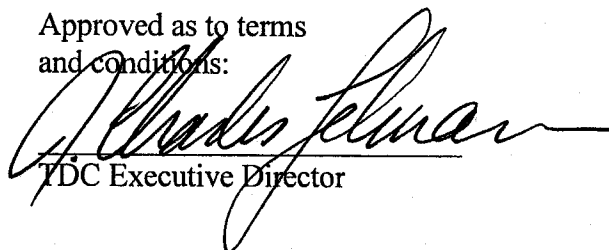
By:  _____
Chair

(SEAL)

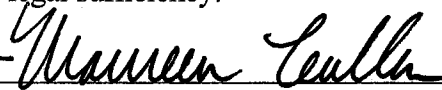
Approved as to form
and legal sufficiency:

 _____
Attorney for DPBC

Approved as to terms
and conditions:

 _____
TDC Executive Director

Approved as to form
and legal sufficiency:

 _____
County Attorney

PALM BEACH COUNTY CONVENTION & VISITORS BUREAU

FY 2007 BUDGET

EXHIBIT "A"

DEPT. #	DEPARTMENT	Staff	CVB Program BUDGET	Direct Pay by PB COUNTY	TOTAL BUDGET	PERCENT OF TOTAL BUDGET
500	ADMINISTRATION & EXECUTIVE	10				
	PAYROLL RELATED EXPENSES		\$ 752,000	\$ -	\$ 752,000	7.8%
	COMMUNICATIONS, RENT & OTHER ADMINISTRATIVE		\$ 346,000	\$ 488,000	\$ 834,000	8.7%
	SUBTOTAL		\$ 1,098,000	\$ 488,000	\$ 1,586,000	16.5%
600	PUBLIC RELATIONS	5				
	PAYROLL RELATED		\$ 277,000	\$ -	\$ 277,000	2.9%
	PUBLIC RELATIONS PROGRAM EXPENSES		\$ 372,000	\$ -	\$ 372,000	3.9%
	SUBTOTAL		\$ 649,000	\$ -	\$ 649,000	6.7%
610	TOURISM MARKETING	8				
	PAYROLL RELATED EXPENSES		\$ 472,000	\$ -	\$ 472,000	4.9%
	TOURISM MARKETING PROGRAM EXPENSES		\$ 975,000	\$ -	\$ 975,000	10.1%
	SUBTOTAL		\$ 1,447,000	\$ -	\$ 1,447,000	15.0%
620	GROUP & CONVENTION SALES	17				
	PAYROLL RELATED EXPENSES		\$ 1,101,000	\$ -	\$ 1,101,000	11.4%
	CONVENTION & GROUP SALES EXPENSES		\$ 512,000	\$ -	\$ 512,000	5.3%
	SUBTOTAL		\$ 1,613,000	\$ -	\$ 1,613,000	16.7%
630	MARKETING SERVICES & ADVERTISING	5				
	PAYROLL RELATED EXPENSES		\$ 330,000	\$ -	\$ 330,000	3.4%
	ADVERTISING & DIRECT MARKETING EXPENSES		\$ 2,695,000	\$ 75,000	\$ 2,770,000	28.7%
	SUBTOTAL		\$ 3,025,000	\$ 75,000	\$ 3,100,000	32.2%
640	AIRPORT PROMOTION & MARKETING	1				
	PAYROLL RELATED EXPENSES		\$ 95,150	\$ -	\$ 95,150	1.0%
	AIRPORT MARKETING EXPENSES		\$ 123,850	\$ -	\$ 123,850	1.3%
	SUBTOTAL		\$ 219,000	\$ -	\$ 219,000	2.3%
650	VISITOR SERVICES & FULFILLMENT	5				
	PAYROLL RELATED EXPENSES		\$ 241,000	\$ -	\$ 241,000	2.5%
	VISITOR SERVICES & FULFILLMENT EXPENSES		\$ 362,000	\$ -	\$ 362,000	3.8%
	SUBTOTAL		\$ 603,000	\$ -	\$ 603,000	6.3%
660	CONVENTION CENTER MANAGEMENT	5				
	PAYROLL RELATED EXPENSES		\$ 374,000	\$ -	\$ 374,000	3.9%
	CONVENTION CENTER MANAGEMENT EXPENSES		\$ 49,000	\$ -	\$ 49,000	0.5%
	SUBTOTAL		\$ 423,000	\$ -	\$ 423,000	4.4%
	TOTAL PAYROLL RELATED EXPENSES		\$ 3,642,150	\$ -	\$ 3,642,150	37.8%
	TOTAL DEPARTMENTAL EXPENSES		\$ 5,434,850	\$ 563,000	\$ 5,997,850	62.2%
	GRAND TOTAL :	56	\$ 9,077,000	\$ 563,000	\$ 9,640,000	100.0%

EXHIBIT "B"

MOVING EXPENSE REIMBURSEMENT POLICY FOR
EMPLOYEES HIRED IN SELECTED POSITIONS

DPBC may be reimbursed by Palm Beach County, solely from tourist tax funds, for moving expenses for employees hired for executive, administrative and professional positions.

Employees hired for positions in Pay Grade 21 or higher, may be reimbursed up to 75% of their moving expenses but not to exceed \$5,000 unless provided otherwise in a written agreement.

Eligible employees shall submit three (3) written estimates and a paid invoice to DPBC, who shall then submit the payment request to the Executive Director of the Tourist Development Council. Acceptance of less than three estimates will be at the discretion of the Executive Director of the TDC.

Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with DPBC within one year from the date of employment, must reimburse DPBC the full amount of the moving expenses originally paid. DPBC will, in turn, reimburse Palm Beach County.

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EXHIBIT "C"

RESERVED

EXHIBIT "D"

PROCUREMENT POLICY

Contracts entered into by DPBC in accordance with paragraph 2 of this Agreement shall be subject to the following purchasing guidelines and requirements:

A. Purchases Between \$1,000 and \$5,000. DPBC may purchase goods or services between \$1,000 and \$5,000 upon obtaining oral quotes for the goods or services. DPBC will make every effort to obtain a minimum of three (3) oral quotes.

B. Purchases Between \$5,001 and \$10,000. DPBC shall request written quotations for all purchases between \$5,001 and \$10,000. DPBC 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. DPBC shall furnish the Executive Director of the TDC with the responses or quotations received prior to award. In the event the Executive Director of the TDC shall question the recommended contract, DPBC shall establish the appropriateness of the contract

C. Purchases Exceeding \$10,000. DPBC shall request written proposals for all purchases over \$10,000. DPBC 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, trade publication, or other appropriate vehicle 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. DPBC may charge a reasonable fee to cover cost of copying, mailing and handling. DPBC will make their selection from the bids or proposals for amounts up to \$50,000, and submit the selection for approval by the TDC. Contracts for purchases exceeding \$50,000 will be entered into according to the following procedures:

1. DPBC is responsible for drafting the Request for Proposal ("RFP") or Invitation

for Bid ("IFB") to secure needed goods or services, and shall forward the IFB/RFP to the Executive Director of the TDC, with copy to the Assistant County Attorney assigned to the TDC.

2. The Executive Director of the TDC will review and must approve the IFB/RFP to assure that the IFB/RFP meets the applicable requirements of this Agreement.

3. DPBC is responsible for placing the advertisement and notifying prospective bidders.

4. Responses will be evaluated by a Selection Committee composed of the following six individuals:

President of DPBC	Executive Director of TDC
Chair of DPBC	TDC Member
Chair of DPBC Committee	County Administrator or Designee

If a member of the Committee is not available, a designee may be assigned to the Committee.

5. The recommendation of the Selection Committee will be acted on by the DPBC Executive Committee.

6. Upon approval by the DPBC Executive Committee, their recommendation will be placed on the agenda for the next scheduled meeting of the TDC.

7. Upon approval by the TDC, the Executive Director of the TDC will place the item on the agenda for action by the Board of County Commissioners.

8. If the DPBC Board or the TDC or the Board of County Commissioners does not approve a recommended contract, then the second choice will be selected.

9. Upon approval of the contract by the Board of County Commissioners, the Chair of DPBC will then execute the contract.

D. Vendor List. DPBC will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by

the County. DPBC will solicit quotes or proposals from responsible prospective suppliers obtained from DPBC's and the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.

E. Selection Criteria. Awards will be made to the lowest responsive, responsible bidder whose offer is determined to be the most advantageous to DPBC in its performance of its duties in accordance with the terms of this Agreement, including this Exhibit "D" and Exhibit "E". Evaluation of offers and proposals shall be based upon the criteria established by DPBC 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 a contract which is in the best interests of DPBC in the performance of its duties, obligations and functions as provided in this Agreement.

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

G. Sole Source Purchases. DPBC may purchase goods or services without requests for quotes or proposals when DPBC has provided evidence in writing, with the concurrence of the Executive Director of the TDC, that such good or service is the only item that meets the need and is available through only one source. The vendor shall provide in writing certification that they are the sole source of the good or service.

H. Purchasing under Government Price Agreements. Notwithstanding any other provision of this Procurement Policy, DPBC may procure goods and services hereunder from vendors who provide pricing that is in accord with existing price agreements with the State of Florida, Palm Beach County, or the Palm Beach County School Board.

EXHIBIT "E"

SBE POLICY

Pursuant to Palm Beach County Ordinance No. 2002-064, DPBC agrees to carry out its duties under this Agreement in accordance with the following program to encourage the participation of small business enterprises ("SBEs") in DPBC's procurement process.

DPBC will make good faith efforts in providing equal opportunity whereby all Palm Beach County businesses may fully participate in DPBC's procurement process. DPBC agrees to take the following steps to insure that Palm Beach County-certified small business enterprises are afforded the opportunity to participate in DPBC's procurement process:

- A. Analysis of SBE availability to provide the products or services identified for contracting at either the prime or subcontract levels.
- B. Inclusion of SBEs on contract solicitation lists or vendor lists.
- C. Establishment and implementation of goals for SBE participation, and tracking of M/WBE participation, consistent with Ordinance No. 2002-064 and Policies and Procedures adopted by the COUNTY pursuant thereto.
- D. Monitoring and maintenance of records sufficient for verification of steps taken and results achieved to maximize participation.
- E. Dividing purchases and contracts into smaller units, areas, or quantities where feasible and likely to increase participation without substantial adverse fiscal impact.
- F. Setting delivery schedules that do not discourage SBE participation.
- G. Use of services and assistance provided by the COUNTY's Office of Small Business Assistance and other agencies in locating available SBEs.
- H. Utilization of the COUNTY's computerized listing of certified SBEs.
- I. Submission of annual reports to the TDC, and if requested, to the Board of County Commissioners, detailing the results of efforts to obtain SBE participation. This report shall include as a minimum the percentage of SBE participation during the contract term, total

expenditures, and dollar amount of contracts awarded to SBEs. If the report indicates that DPBC is behind in reaching the annual goals, the report shall also discuss the known or possible reasons for the failure to meet the goals.

- J. Providing SBEs with adequate information about plans, specifications, and requirements of DPBC contracts, and following up initial solicitations of interest by SBEs.
- K. Where applicable, negotiating with SBEs in good faith and demonstrating that SBEs were not rejected as unqualified without sound reasons based on thorough investigation of their capabilities.
- L. Using the services of available community and contractors' groups, and local, state, or federal minority and/or woman business assistance offices that provide assistance in the recruitment of SBEs for public sector contracts.
- M. Where applicable, providing assistance to obtain bonding, lines of credit, and insurance.
- N. Where appropriate, scheduling pre-bid or pre-proposal meetings to inform potential subcontractors of SBE requirements and other bid/proposal requirements, and encouraging SBEs to attend the pre-bid or pre-proposal meetings.
- O. Offering instructions and clarification on bid/proposal specifications, procurement policy and procedures, and general bidding requirements.
- P. Maintaining a file of successful bid/proposal documents from past procurement and permitting SBEs to review and evaluate such documents.
- Q. When requested, meeting with unsuccessful bidders/proposers to explain why bids may have been unsuccessful.
- R. Ensuring that bid/proposals specifications and plans are written or drawn so as not to prejudice or unreasonably limit SBE participation. The inclusion of proprietary specifications should be avoided without the establishment of a particular need.
- S. Limiting the use of renewal provisions in subcontracts so as not to inhibit SBE participation.

- T. Placement of bid notices, and where appropriate, in minority, women, and small business-focused media.
- U. Providing adequate time for the submission of bids/proposals so as to facilitate the participation of M/W/SBEs.

For the purposes of this Exhibit, all terms shall have their ordinary meaning, except that any terms defined in Palm Beach County Ordinance No. 2002-064 or any successor ordinance, shall have the meaning provided therein.

* * *

PALM BEACH COUNTY CONVENTION & VISITORS BUREAU
FY 2007 GOALS AND OBJECTIVES

Exhibit "F"

Program Objectives for FY 2007

- 1.) Book 65,000 room nights not related to Convention Center
- 2.) Book 6,500 room nights related to Convention Center
- 3.) Maintain Occupany Rate at 72% or greater.
- 4.) Maximize Advertising Placement and Frequency to generate 317,027 inquiries.
- 5.) Maintain the number of wholesalers who feature Palm Beach County at 333.

Performance Measures	FY 2005 Actual	5 Year Trend	Benchmark Comparison	FY 2006 Budget	FY 2007 Target	
Wholesalers	331	-4.7%	n/a	333	333	
Advertising Inquiries	88,481	-7.1%	n/a	150,000	317,027	Note 1
Average Room Occupancy	76.0%	0.8%	n/a	72.0%	72.0%	
Booked Room Nights (Hotel lead program)	60,111	-19.4%	n/a	62,000	65,000	Note 2
Press Releases	45	5.3%	n/a	40	43	
Ciculation/Viewership (millions)	488.0	17.8%	n/a	400.0	750.0	
Convention Center Room Nights Contracted Only	4,753			6,000	6,500	Note 2
Convention Center Rental Revenues	\$ 1,665,962	n/a	n/a	\$ 1,663,250	\$1,619,195	Note 3
Convention Center F&B Revenues	\$ 423,946	n/a	n/a	\$ 750,000	\$ 598,000	Note 4

Note 1: Mail and phone inquiries have been declining because of transfer to web. For FY 2007, a new baseline is being established that utilizes the traditional phone/mail inquires, along with a consistent method of tracking web inquires.

Note 2: Room night goals based upon current assumptions. Goals may be moved up or down during the fiscal year in order to maintain the "stretch but achievable" incentive program.

Note 3: Budgeted rental revenues for the Center. Internal goals will likely be different for the same reason as stated in Note 2.

Note 4: Total F&B revenues for the Center. Sales goals for CVB staff are a component of that.

EXHIBIT "G"

TRAVEL & ENTERTAINMENT POLICY

Florida Statute 125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for Palm Beach County. The statute authorizes reimbursement for "actual and reasonable" expenses. All expenses/purchases must have receipts, with the exception tips to bellman/valets that are less than \$10. (See section on Receipts)

Staff of DPBC is 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 President/CEO, in connection with the performance of promotional and other duties of DPBC. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the 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 this policy.

Tourism Promotion and Convention Sales activities shall include consumer and trade shows, familiarization tours, sales missions, and other travel related and entertainment expenses that are incurred by officers and employees of DPBC, other authorized persons, travel writers, tour brokers, or other persons connected with the tourist industry, including the convention meeting industry, in the course of promoting Palm Beach County and the Palm Beach County Convention Center.

1

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 Per Diem schedule distributed at the beginning of each fiscal year. If a particular city is not listed in the Per Diem schedule, 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. 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.

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 staff of DPBC attends the ITB trade show in Berlin 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.

Foreign Exchange Rate: Expense reports containing a mix of cash and credit card expenses will be reimbursed using (a) the actual rate of exchange shown on the credit card statement for each charge and (b) the average of the Interbank Rate plus 5% for eligible cash expenditures incurred during the time the traveler was in the country, as published by OANDA.com. The average rate as published by OANDA.com shall be attached to each expense report. Expense reports that have only credit card charges shall be reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the expense report.

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.

AIR TRAVEL

For flights of 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

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. The per diem schedule for meals is inclusive of tips.

ENTERTAINMENT

Entertainment expenses are currently limited to the following amounts per person per day:

Breakfast: \$ 30.00	A maximum 20% gratuity
Lunch : \$ 70.00	may be added to these rates.
Dinner : \$100.00	

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

EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard DPBC expense report form, as updated from time to time. Requests for reimbursement for mileage shall be done using a mileage expense report form as a backup to the standard expense report. Each expense report must be approved by the President/CEO or his/her designee. The appropriate account code should be shown on the expense report.

EXHIBIT "H"

SALARY POLICY

The salaries provided by DPBC 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 DPBC, other than the President, 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:

1. 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.
2. Compute 5% of each individual's salary as of said Sept. 30th.
3. Compute the number of days from the anticipated date of merit increase until the end of the fiscal year, and divide the number of days into 365.
4. Multiply the answer in "c" by the amount in "b".
5. The sum of the amount computed in "d" for each employee shall be the maximum amount that can be used for merit increases during the fiscal year.

Each time an employee is given a merit increase, DPBC shall submit a report to the TDC Executive Director stating the amount of the increase, along with a running total of any and all previous increases, and the 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 President of DPBC 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 President 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 DPBC shall establish specific performance goals for the President 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 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 not less than sixty (60) days prior to the end of the current fiscal year, and then to the Board of County Commissioners for final approval.

Any additional compensation provided the President shall be paid only from private funds and shall not increase the base salary. In the event such compensation is paid, DPBC shall immediately notify the TDC and the County of such payment.

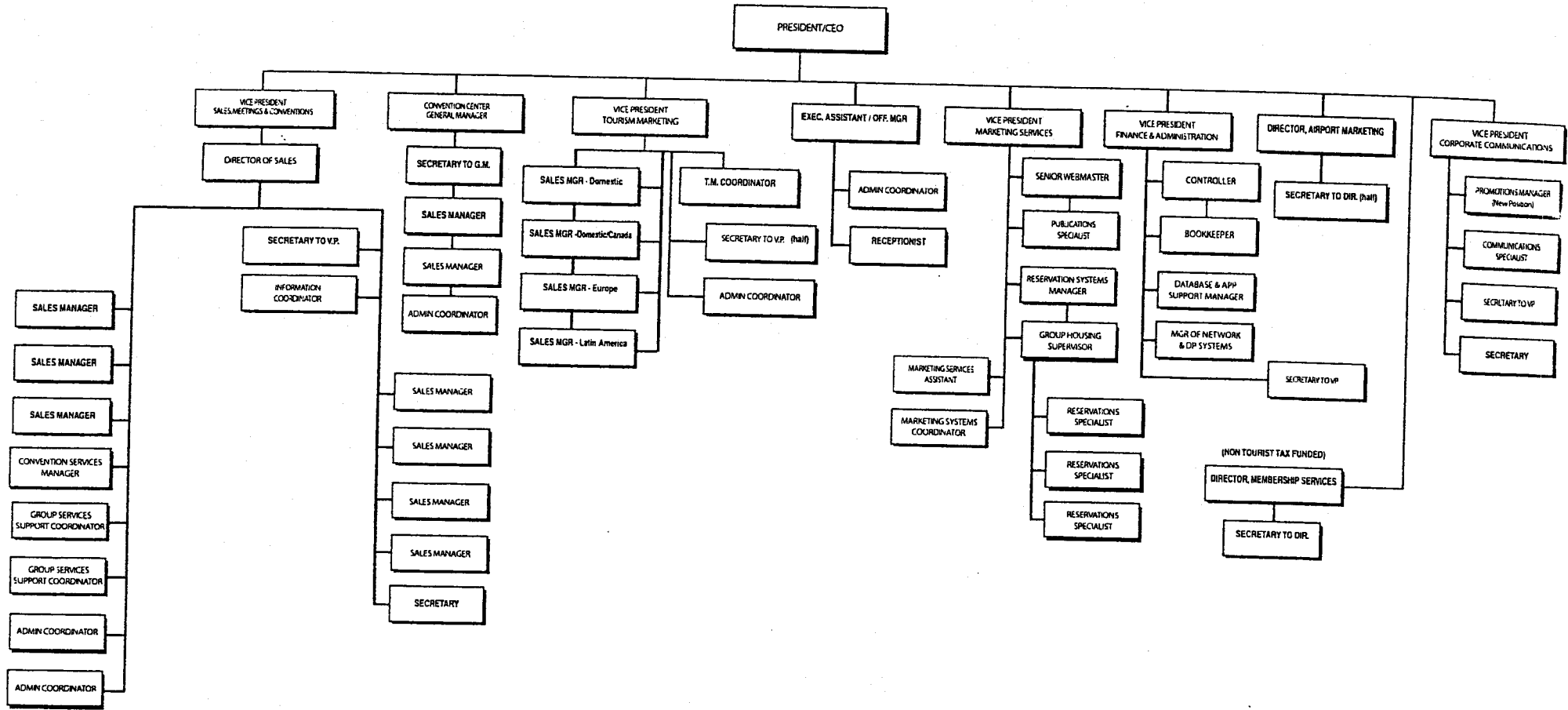
Any salary adjustment for the President shall be effective October 1st of each year. The County Administrator and the Board of County Commissioners shall be given an update of all tourist tax funded staff positions along with full disclosure and backup at the end of each fiscal year.

In addition to salaries paid in accordance with this Salary Policy, DPBC may pay additional compensation to certain management and sales personnel pursuant to a Sales Incentive Program in such form as may be adopted from time to time with notice to the TDC Director and within such dollar amounts as may be provided for such program in the Annual Budget attached hereto as Exhibit "A".

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Discover Palm Beach County, Inc.				
<i>FY 2007 Salary Structure</i>				
Exhibit "I"				
Grade	Mimimum	Midpoint	Maximum	Positions
	\$ 128,750	\$ 141,625	\$ 168,300	President/CEO
	\$ 92,700	\$ 115,875	\$ 139,050	VP - Group & Convention Sales
	\$ 87,550	\$ 97,850	\$ 108,150	VP - Finance & Administration
25	\$ 98,300	\$ 122,880	\$ 147,460	General Manager- Convention Center
23	\$ 74,330	\$ 92,910	\$ 111,490	Vice President-Marketing Services
22	\$ 64,690	\$ 80,860	\$ 97,030	Vice President - Corp. Communications; Vice President -Tourism Marketing
21	\$ 56,200	\$ 70,250	\$ 84,300	Director-Airport Marketing; Director - Group Sales; Sales Manager II - Convention CenterSales
20	\$ 48,860	\$ 61,080	\$ 73,300	Sales Manager II - Hotel Program; Sales Manager I - Convention Center Sales; Manager of Network & DP Systems
19	\$ 42,520	\$ 53,150	\$ 63,780	Director - Membership; Office Manager/Assistant to President; Sales Mgr. II - Tourism Marketing; Sales Mgr. I - Hotel Program; Controller;Sr. Webmaster; Res. System Manager
18	\$ 37,000	\$ 46,250	\$ 55,500	Sales Mgr. I - Tourism Mktg.
17	\$ 32,140	\$ 40,170	\$ 48,200	Database & Appl Sprt Mgr.; Visitor Services Supervisor; Communications Specialist; Publications Specialist; Convention Services Manager; Promotions Manager (new)
16	\$ 27,940	\$ 34,920	\$ 41,900	Marketing Services Asst.; TM Coordinator; Group Services Support Coordinator; Secretary to VP; Secretary to GM; Convention Sales Coordinator
15	\$ 24,310	\$ 30,385	\$ 36,460	Bookkeeper; Information Coordinator; Administrative Coordinator; Secretary to Director
14	\$ 21,140	\$ 26,420	\$ 31,700	Receptionist; Secretary; Reservations Specialist
13	\$ 18,380	\$ 22,970	\$ 27,560	Information Specialists

EXHIBIT "J"
PALM BEACH COUNTY CONVENTION AND VISITORS BUREAU
ORGANIZATIONAL CHART — FY 2007



CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

8/4/2005

PRODUCER

THE CELEDINAS AGENCY
4259 NORTHLAKE BOULEVARD
PALM BEACH GARDENS, FL 33410
561-622-2550 FAX: 561-721-0540

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.

INSURERS AFFORDING COVERAGE

INSURER A: **NATIONWIDE MUTUAL FIRE INS CO**
INSURER B: **TRAVELERS CASUALTY & SURETY CO**
INSURER C:
INSURER D:
INSURER E:

INSURED

DISCOVER PALM BEACH COUNTY, INC.
PALM BEACH CONVENTION & VISITORS BUREAU
1555 PALM BEACH LAKES BLVD
WEST PALM BEACH, FL 33401

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	77PR481637-3002	10/01/05	10/01/06	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	77BA481637-3001	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<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 EA ACC \$
	EXCESS LIABILITY				AUTO ONLY: AGG \$
A	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	77CU481637-3002	10/01/05	10/01/06	EACH OCCURRENCE \$5,000,000
					AGGREGATE \$5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Directors & Officers	NOA1304744	10/01/05	10/01/06	Limit: \$1,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

PALM BEACH COUNTY IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

PALM BEACH COUNTY
301 N OLIVE AVENUE
WEST PALM BEACH, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

ACORD 25-S (7/97)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

TheZenith

COMPANY ZENITH INSURANCE COMPANY
NCCI COMPANY NO. - 13145

POLICY NUMBER
Z832615513

1. INSURED AND MAILING ADDRESS

DISCOVER PALM BEACH COUNTY INC
PALM BEACH CO CONVENTION & VISITORS
1555 PALM BEACH LAKES BLVD., SUITE 800
W PALM BEACH, FL 33407

PRIOR POLICY NUMBER
Z832615512

Entity	Non-Profit Organization
FEIN	59-2321112
Board File No.	094078202
Group	FSMG
Reference	

PHYSICAL ADDRESS

1555 PALM BEACH LAKES BLVD., SUITE 800
WEST PALM BEACH, FL 33407

DIRECT BILL

OTHER WORKPLACES NOT SHOWN ABOVE: None.

2. The policy period is from : 10/01/05 12:01 a.m. to 10/01/06 12:01 a.m. standard time at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.
The limits of our Liability under Part Two are:
- | | | | |
|---------------------------|----|---------|---------------|
| Bodily Injury by Accident | \$ | 100,000 | Each Accident |
| Bodily Injury by Disease | \$ | 100,000 | Each Employee |
| Bodily Injury by Disease | \$ | 500,000 | Policy Limit |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except states listed in item 3A and North Dakota, Ohio, Washington, West Virginia, Wyoming
- D. This policy includes these endorsements and schedules: See Extension of Information Page.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plan. All information required below is subject to verification and change by audit. See Extension of Information Page.

Minimum Premium \$286
Interim Adjustment of Premium Shall Be Made
Interim Payment of Premium Shall Be Made

Total Estimated Premium	\$	17,513
Deposit Premium	\$	3,662

ANNUALLY
MONTHLY INSTALLMENTS

For Policy Information Call:

PRODUCER

ACORDIA SOUTHEAST, INC. - COCONUT GROVE
PO BOX 847
COCONUT GROVE FL 33133
(305) 443-4886

Countersigned by:
Date: 8-8-05

Authorized Representative

SERVICING OFFICE

P.O. Box 1558, Sarasota, FL 34230, Ph: (800) 226-2324

C-00-00-01A

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