

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	\$9,804,000	tbd	tbd	tbd	tbd
External Revenues					
Program Income (County)					
In-Kind Match (County)					
	\$9,804,000	tbd	tbd	tbd	tbd
NET FISCAL IMPACT					

ADDITIONAL FTE

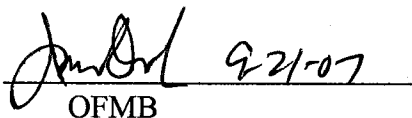
POSITIONS (Cumulative) - 0- 0--- 0--- 0--- 0-----

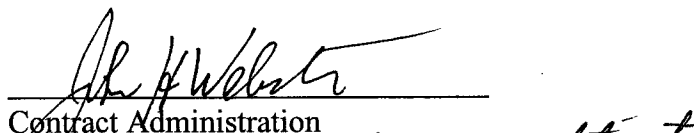
Is Item Included In Current Budget? Yes _____ No. _____
 Budget Account No.: Fund 1454 Dept 710 Unit 7420 Object 3401
 Reporting Category _____

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

Discover receives 52.47% of the 2nd, 3rd, and 5th cent of the local option bed tax.
 *In addition to the contract amount of \$9,804,000, there is an additional \$2,511,000 in direct county expenditures of \$512,200, grants of \$150,000 and transfers of \$653,800.

A. OFMB Fiscal and/or Contract Administration Comments


 OFMB


 Contract Administration
Updated and correct invoice certificate is to be provided by Discover
 This Contract complies with our contract review requirements.

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

AGREEMENT WITH DISCOVER PALM BEACH COUNTY, INC.

THIS AGREEMENT is made and entered into effective _____ 2007, 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 the "Bureau").

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 the Bureau, 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.** The Bureau 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 (either directly with the County and through the Bureau under this Agreement), and with other interested persons, the Bureau 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. The Bureau will submit such Annual Budget and Annual Marketing Plan to the TDC's Executive Director and the County Administrator or his/her designee for review, modification and adoption by the TDC in conformance with COUNTY's annual budget approval process. The Bureau 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. The Bureau shall develop and implement 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. The Bureau 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. The Bureau 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. The Bureau 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 media contacts, and through other appropriate means.

F. Tour Package Development. The Bureau 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. The Bureau shall provide for adequate attendance, staffing, and coordination, including booth development, set-up, 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. The Bureau 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. The Bureau 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, the Bureau 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. Funded events will emphasize out-of-area publicity and Palm Beach County room nights. The Bureau 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. The Bureau 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, the Bureau 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, the Bureau 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. The Bureau 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. The Group Sales component shall include a program for sales of conventions, meetings, trade shows, and other events utilizing the Convention Center and associated with room nights in hotels located in the County. Such events shall be preliminarily defined as those being booked for an opening date that is at least eighteen months after the date of initial contact with the prospective client, and sales of such events are referred to herein as "long-term sales". It is the parties' intention that responsibility for events being booked into the Center less than eighteen months prior to the opening date of the event, referred to herein as "short-term sales", will be responsibility of the management firm operating the Center on behalf of COUNTY. The parties recognize that some events booking more than 18 months in advance but lacking substantial room night use will be treated as "short-term", and some

events booking less than 18 months in advance but with substantial room night use will be treated as "long-term". The Bureau will cooperate closely with the management firm operating the Center in making such determinations and in achieving the best possible combination of building revenue and hotel revenue, as shall be determined by COUNTY. Convention Center long-term sales will be fully integrated into the Group Sales program of the Bureau, with all group sales staff trained in the Center and charged with developing qualified leads for the Center. The group sales component shall also include a program of financial incentives for attracting group business that is competitive with current industry practices.

N. Convention Center Marketing. As part of the Annual Marketing Plan, the Bureau shall conduct a marketing program devoted to the Palm Beach County Convention Center. Such program shall include promotion of the Center through paid media, public relations, internet promotion, coverage in the Bureau's collateral, and trade shows, and shall be conducted in cooperation with County's contracted Convention Center operator and contracted Convention Center food and beverage services provider.

O. Online Marketing Presence. The Bureau shall develop, operate, update, and maintain a web site devoted to marketing Palm Beach County tourism in the State of Florida, nationally, and internationally. Such web site shall employ state-of-the art capabilities in accordance with highest standards of the industry. In the course of operating such web site, the Bureau may develop and operate a county-wide online reservation system using a third-party vendor, 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.

P. Visitor Services. The Bureau shall provide visitor information services at its offices and through other appropriate means, which may include cooperative arrangements with Palm Beach International Airport, chambers of commerce within the County, and

visitor information centers operated by the State of Florida.

Q. Glades Region Marketing. As part of the Annual Marketing Plan, the Bureau shall conduct a marketing program devoted to the region of Palm Beach County bordering Lake Okeechobee (the "Glades Region"). Such program shall include promotion of the Glades Region through paid media, public relations, internet promotion, coverage in the Bureau's collateral, and trade shows. The Bureau shall coordinate these marketing activities with other organizations funded by County tourist tax revenues.

R. Contributions of Goods and Services. The Bureau 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.

S. Personnel. The Bureau 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 the Bureau 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 TDC. The Bureau personnel shall be located in the COUNTY's TDC leased office space.

T. Other Duties. The Bureau 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. The Bureau may charge a prorated fee to such entities for this service. This revenue shall return to the DPBC ("Public Funds") operating account.

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 the Bureau. Services provided under subparagraphs C, D, E, F, G, H, I, K, L, M, N of this paragraph may be provided by independent contractors under contracts with the Bureau in accordance with the Annual Marketing Plan and the Annual Budget of the Bureau ("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 the Bureau in accordance with paragraph 6 of this Agreement.

Any personnel or entities with which the Bureau enters into contracts for services pursuant to this paragraph 2 shall be specifically experienced in, and qualified for, the provision of such services. The Bureau shall monitor and evaluate the performance of all such contractors. The Bureau shall insure that all parties to such contracts provide a monthly report on the duties performed and services provided. The Bureau 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 the Bureau, 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, the Bureau shall terminate such contract with notice to the Executive Director of the TDC.

3. Compensation and Method of Payment. Costs incurred by the Bureau 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 the Bureau 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 Bureau's 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 the Bureau, 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 the Bureau in accordance with the fiscal procedures of the COUNTY as payment for authorized expenditures or provision of goods or services, following the Bureau's determination that the goods and services have been properly provided or the payment is due under the applicable contract payment schedule, and upon submission of invoices by the Bureau 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 or the payment is due under the applicable contract payment schedule in accordance with such authorization, and that there has been no offset or reduction of the claimed expense by private funding or contribution of goods and/or services.

Each invoice submitted by the Bureau shall include reference to its previous authorization and 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 the Bureau shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to the Bureau on a continual basis amounts properly payable under this Agreement and supported by receipted invoices submitted by the Bureau. Any travel and entertainment expenses incurred by the Bureau may be reimbursed to the Bureau 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 the Bureau 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.

The Bureau shall be paid 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 Bureau's 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 the Bureau; adjustment in excess of 10% of any line item must be authorized by the TDC.

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

4. Reserved.

5. Reporting. The Bureau 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) semi-annual 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 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 the Bureau under this Agreement.

6. Policies and Procedures; Performance Criteria.

A. Policies and Procedures. The Bureau shall submit to the TDC for its approval guidelines, policies and procedures which, upon approval by the COUNTY, shall further govern the Bureau 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. The Bureau 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" - Conflicts of Interest Policy
- 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", "J", and "K" shall control over any provisions of the Bureau'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 the Bureau 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 the Bureau an annual written evaluation of the Bureau's performance of its duties under this Agreement. In the performance of its duties under this Agreement, the Bureau agrees to make all good faith efforts to achieve the performance measures, attached hereto and incorporated herein as Exhibit "F", or provide written justification acceptable to the TDC as to why such performance measure was not achieved. Such Exhibit shall be updated annually as part of the Annual Marketing Plan approved by the TDC under paragraph 1.A.

C. Bureau President/CEO. The Bureau shall hire and appoint a President/CEO who shall be an employee of the Bureau, and who shall have the day to day responsibility for the performance of the duties and obligations of the Bureau. The Executive Director of the TDC and the County Administrator or his designee shall participate in the interview process for the Bureau's selection of a President as voting members of any committee appointed to make recommendations to the Bureau's Board of Directors. The Bureau may use the services of a paid search firm to assist in the selection of the President/CEO. The President shall fully cooperate and work with the Executive Director of the TDC to insure that the activities of the Bureau and the contractors provided for herein are in conformance with the Annual Marketing Plan. The activities of the Executive Director of the TDC and the President of the Bureau shall be coordinated so as to be complementary and to minimize duplication of effort. The activities of the President (on behalf of the Bureau) 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. The Bureau shall continuously keep the Executive Director of the TDC fully informed as to all activities of the Bureau 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 the Bureau. The Bureau will report the results of the annual performance and salary review of the Bureau's President to the TDC at the TDC's next regularly scheduled meeting, but in no event later than sixty (60) days after the end of the corresponding COUNTY fiscal year.

D. Bureau Employees; Conditions of Employment.

(1) The Bureau 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 Destination Marketing Association

International (DMAI) job listing.

(2) The salaries provided by the Bureau 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 the Bureau 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 the Bureau 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) The Bureau 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. The Bureau shall incorporate the provisions of such plan into the policies and procedures of the Bureau, 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 the Bureau under this Agreement shall be in writing and shall state that the Bureau 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 the Bureau 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. The Bureau 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. The Bureau 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. Financial Procedures; Accounting and Use of Non-Tourist Tax Funds. The Bureau's policies and procedures shall make provision for one or more separate accounts for receipt of non-tourist tax revenues received by the Bureau such as membership dues, participation fees, and contributions ("Private Funds"), and for the payment from such accounts of expenses of the Bureau that are not reimbursed pursuant to paragraph 3 of this Agreement. Private contributions shall reduce and/or offset requests for County payment or reimbursement or be used to pay for expenses which are not eligible for Tourist Development Tax revenues. The Bureau 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, marketing of the Palm Beach County Convention Center and long-term sales of the Center as described in paragraph 1 of this Agreement.

Within sixty (60) days of the effective date of this Agreement, the Bureau shall establish a written policy which shall set forth financial procedures for the handling and management of "Private Funds". The Bureau shall submit such policy to the Executive Director of the TDC for review and approval by the TDC. Thereafter, the Bureau shall comply with such policy and shall review and provide proposed updates to the policy to the TDC annually.

I. Annual Audit. The Bureau 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. The Bureau shall provide a copy of the audit report along with the accompanying management letter to each member of the TDC. The auditor and the Chairman of the Bureau's Board of Directors will present the audit to the TDC Audit Committee and the TDC.

J. Establishment of Audit and Finance Committees. The Bureau will establish and continue in effect during the term of this Agreement an Audit committee composed of members of the Board of Directors and such others as needed to properly review expenditures and accounting procedures and verification of assets. The Audit Committee will select the audit firm per the following schedule:

1. The firm will be replaced not less than every seven (7) years.
2. The contract with the firm will consist of an initial term of three years, with two (2) options on the part of the Bureau to enter into two-year extensions.

K. Legal Counsel. Bureau Legal Counsel will be rebid at least every seven (7) years; however, the Bureau is not required to hire a different counsel. The contract with the legal firm will consist of an initial term of three (3) years with two (2) options on the part of

the Bureau to enter into two-year extensions.

L. Certifications. The Bureau will achieve certification by Destination Marketing Association International by the end of Fiscal Year 2009.

7. Independent Contractor. The Bureau 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 the Bureau 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 the Bureau's sole direction, supervision and control. The Bureau shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bureau'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, the Bureau agrees as follows:

A. The Bureau 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. The Bureau will provide to the TDC an annual report which will then be submitted to COUNTY's Board of County Commissioners at its request on the ethnic/racial composition of the Bureau's staff. Such report shall be based upon a survey in which each employee's participation is voluntary, and shall include the categories of white, black, Asian, Hispanic, Native American, and "other".

C. The Bureau will not discriminate against any subcontractor, potential contractor or participant hereunder, upon any of the above prohibited grounds. 9. Non-Competition. The Bureau 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. The Bureau 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. The Bureau 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. The Bureau shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. The Bureau 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 the Bureau. 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 the Bureau 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 the Bureau 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 the Bureau 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, unless otherwise required by law. 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 the Bureau 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 the Bureau 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 the Bureau hereby assigns to the COUNTY any and all rights the Bureau 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 the Bureau for the use of such intellectual property during the term of this Agreement for the purpose of carrying out the Bureau'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 the Bureau shall be applied solely to the performance of the Bureau's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by the Bureau to the COUNTY. The Bureau 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. The Bureau 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 the Bureau for local distribution such as a tourism newsletter, annual report, and the like, as feasible and appropriate.

15. Prohibition of Assignment. The Bureau 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 the Bureau, 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. The Bureau 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 the Bureau, 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, the Bureau, its officers, directors, agents or employees shall take all action necessary to resolve the conflict of interest. In addition, the Bureau's bylaws or policies and procedures shall incorporate the Conflicts of Interest Policy attached hereto as Exhibit "C".

17. Authority to Practice. The Bureau 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. The Bureau shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bureau 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 the Bureau 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 the Bureau of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. The Bureau 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 the Bureau from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the Bureau or by anyone directly employed by or contracting with the Bureau.

C. Comprehensive Automobile Liability Insurance. The Bureau 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 the Bureau 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 the Bureau or by anyone directly or indirectly employed by the Bureau.

D. Workers' Compensation Insurance. The Bureau 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.

E. Fidelity Bond. The Bureau shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of One Million Dollars (\$1,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies or finances; provided, however, that such bond may initially be in such lesser amount (but in no event less than Three Hundred Thousand Dollars (\$300,000)) as may be available in the marketplace after diligent effort; and provided further, however, that in such case the Bureau will reapply for coverage in an amount not less than One Million Dollars (\$1,000,000) within one hundred and twenty (120) days from the effective date of this Agreement. Such bond shall include or be endorsed to cover "third party" liability and include a third party beneficiary endorsement in favor of the County.

F. Directors and Officers Insurance. The Bureau shall maintain during the life of this Agreement Directors and Officers Insurance in amount of One Million Dollars (\$1,000,000).

19. Indemnification. The Bureau 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 the Bureau, its officers, directors, employees, servants and agents in the performance of services under this Agreement, and regardless of whether such negligent act or omission of the Bureau 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. The Bureau 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 the Bureau, 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, 2012. This Agreement may be modified only upon mutual agreement in writing.

21. Termination. The COUNTY or the Bureau 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 the Bureau 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, the Bureau 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. The Bureau'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 the Bureau 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

with a copy to:

J. Charles Lehmann
Executive Director
Tourist Development Council
1555 Palm Beach Lakes Boulevard, Suite 900
West Palm Beach, FL 33401

and if sent to the Bureau, shall be mailed to:

Secretary
Discover Palm Beach County, Inc.
1555 Palm Beach Lakes Boulevard
Suite 800
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, the Bureau 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 Bock, Clerk & Comptroller

By: _____
Deputy Clerk

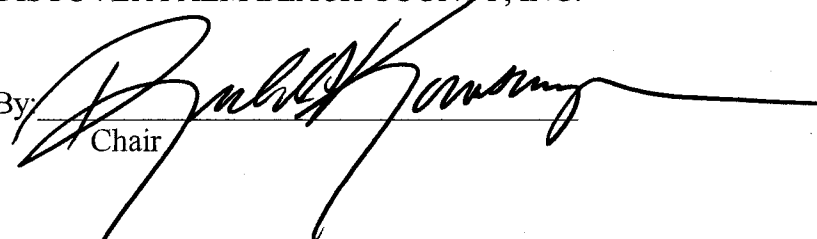
By: _____
Chair

(SEAL)

ATTEST:

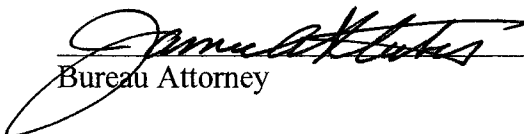
DISCOVER PALM BEACH COUNTY, INC.

By:  _____
Secretary

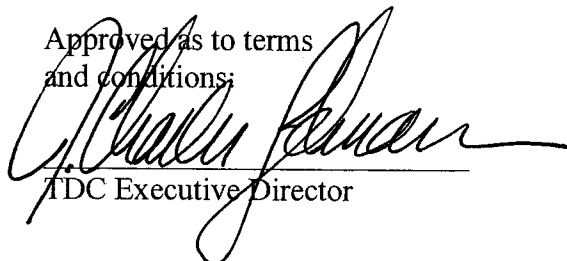
By:  _____
Chair

(SEAL)

Approved as to form and legal sufficiency:

 _____
Bureau Attorney

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 2008 BED-TAX FUNDED BUDGET
EXHIBIT "A"

DEPT. #	DEPARTMENT	Staff	CVB Program BUDGET	Direct Pay by PB COUNTY	TOTAL BUDGET	PERCENT OF TOTAL BUDGET
500	ADMINISTRATION & EXECUTIVE	6				
	PAYROLL RELATED EXPENSES		\$ 596,851	\$ -	\$ 596,851	5.7%
	COMMUNICATIONS, RENT & OTHER ADMINISTRATIVE		\$ 147,325	\$ 512,200	\$ 659,525	6.3%
	SUBTOTAL		\$ 744,176	\$ 512,200	\$ 1,256,376	12.0%
510	FINANCE	3				
	PAYROLL RELATED		\$ 247,320	\$ -	\$ 247,320	2.4%
	FINANCE EXPENSES		\$ 146,245	\$ -	\$ 146,245	1.4%
	SUBTOTAL		\$ 393,565	\$ -	\$ 393,565	3.8%
520	TECHNOLOGY	2				
	PAYROLL RELATED		\$ 147,726	\$ -	\$ 147,726	1.4%
	TECHNOLOGY EXPENSES		\$ 190,017	\$ -	\$ 190,017	1.8%
	SUBTOTAL		\$ 337,743	\$ -	\$ 337,743	3.2%
600	PUBLIC RELATIONS	5				
	PAYROLL RELATED		\$ 312,032	\$ -	\$ 312,032	3.0%
	PUBLIC RELATIONS PROGRAM EXPENSES		\$ 429,192	\$ -	\$ 429,192	4.1%
	SUBTOTAL		\$ 741,224	\$ -	\$ 741,224	7.1%
610	TOURISM MARKETING	8				
	PAYROLL RELATED EXPENSES		\$ 511,797	\$ -	\$ 511,797	4.9%
	TOURISM MARKETING PROGRAM EXPENSES		\$ 1,029,615	\$ -	\$ 1,029,615	9.8%
	SUBTOTAL		\$ 1,541,412	\$ -	\$ 1,541,412	14.7%
620	GROUP & CONVENTION SALES	15				
	PAYROLL RELATED EXPENSES		\$ 1,104,266	\$ -	\$ 1,104,266	10.6%
	CONVENTION & GROUP SALES EXPENSES		\$ 579,102	\$ -	\$ 579,102	5.5%
	SUBTOTAL		\$ 1,683,368	\$ -	\$ 1,683,368	16.1%
630	MARKETING SERVICES & ADVERTISING	5				
	PAYROLL RELATED EXPENSES		\$ 361,832	\$ -	\$ 361,832	3.5%
	ADVERTISING & DIRECT MARKETING EXPENSES		\$ 3,371,218	\$ 150,000	\$ 3,521,218	33.6%
	SUBTOTAL		\$ 3,733,050	\$ 150,000	\$ 3,883,050	37.1%
640	AIRPORT PROMOTION & MARKETING	1				
	PAYROLL RELATED EXPENSES		\$ 104,074	\$ -	\$ 104,074	1.0%
	AIRPORT MARKETING EXPENSES		\$ 149,726	\$ -	\$ 149,726	1.4%
	SUBTOTAL		\$ 253,800	\$ -	\$ 253,800	2.4%
650	VISITOR SERVICES & FULFILLMENT	3				
	PAYROLL RELATED EXPENSES		\$ 160,502	\$ -	\$ 160,502	1.5%
	VISITOR SERVICES & FULFILLMENT EXPENSES		\$ 215,159	\$ -	\$ 215,159	2.1%
	SUBTOTAL		\$ 375,661	\$ -	\$ 375,661	3.6%
660	CONVENTION CENTER MANAGEMENT	0				
	PAYROLL RELATED EXPENSES		\$ -	\$ -	\$ -	0.0%
	CONVENTION CENTER MANAGEMENT EXPENSES		\$ -	\$ -	\$ -	0.0%
	SUBTOTAL		\$ -	\$ -	\$ -	0.0%
	TOTAL PAYROLL RELATED EXPENSES		\$ 3,546,401	\$ -	\$ 3,546,401	33.9%
	TOTAL DEPARTMENTAL EXPENSES		\$ 6,257,600	\$ 662,200	\$ 6,919,800	66.1%
	GRAND TOTAL :	50	\$ 9,804,000	\$ 662,200	\$ 10,466,200	100.0%

EXHIBIT "B"

MOVING EXPENSE REIMBURSEMENT POLICY

The Bureau 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. Such written agreement may provide for reimbursement of actual and reasonable moving expenses in an amount not to exceed \$25,000, after obtaining written estimates as provided in this Policy and approval by the County Administrator or his/her designee.

Eligible employees shall submit three (3) written estimates and a paid invoice to the Bureau, who shall then submit the payment request to the Executive Director of the Tourist Development Council for certification of compliance with this Policy. Acceptance of less than three estimates will be permitted only on a showing that three qualified vendors were not available.

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

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CONFLICTS OF INTEREST

Each Director shall be governed by the following Policy with respect to conflicts of interest. Each member of the Board of Directors has a duty to place the interest of the Corporation foremost in any dealings with or on behalf of the Organization. No Director shall use his or her position, or the knowledge gained therefrom, in such a manner that a conflict arises between the interest of the Corporation and his or her personal interests, except as may be permitted by the following Policy.

(1) Potential Conflict of Interest

(a) Any Director has a potential conflict of interest if that Director has a Financial Interest or is a party to any other circumstances substantial enough that such Financial Interest or other circumstance would, or reasonably could, affect his or her judgment as a Director. A Financial Interest exists if the Director has, directly or indirectly, through business, investment or family:

(i) An actual or potential ownership or investment interest in any entity with which the CVB has a transaction or arrangement; or

(ii) An actual or potential compensation arrangement with any entity or individual with which the CVB has or is negotiating a transaction or arrangement.

(b) Compensation includes direct or indirect remuneration, as well as gifts or favors that are substantial in nature. This does not preclude the acceptance of items of nominal or insignificant value, or entertainment of nominal or insignificant value, which are unrelated to any transaction or activity of the CVB.

(2) Procedure for Addressing the Potential Conflict of Interest

(a) Whenever a Director has knowledge of a potential conflict of interest with respect to that Director, the Director must disclose the existence of the potential conflict of interest to the Chair (or, if the Director is the Chair, to the Board). If any Director shall become aware of facts that may constitute a potential conflict of interest by another member of the Board, he or she shall bring such facts to the attention of the Chair (or, if the Director is the Chair, to the Board). Upon receipt of an assertion of a potential conflict of interest involving a Director, from another Director or any other source, the Chair shall notify the Director involved of the asserted potential conflict of interest, and shall determine whether there exists a potential conflict of interest, as defined in this Policy. (If the Director involved is the Chair, the determination shall be made by the Board.)

(b) In any case where a Director contests a determination of the Chair of the existence of a potential conflict of interest (or where the Director involved is the Chair), the Director shall be given the opportunity to disclose all material facts to the Board and to respond to their questions with respect to the matter, and the Board shall determine whether there exists a potential conflict of interest, as defined in this Policy.

(c) In any case in which --

(i) a Director has declared the existence of a potential conflict of interest;

(ii) the Chair has made an uncontested determination of the existence of a potential conflict of interest; or

(iii) the Board has made a determination of the existence of a potential conflict of interest,

then

(iv) during any Board consideration of any Board action relating to the potential conflict of interest, the Director shall declare the potential conflict of interest, shall make a full disclosure of all material facts with respect to the potential conflict of interest, shall absent himself or herself from Board consideration of the matter, and shall record a vote of abstention on any vote respecting the matter, such declaration, disclosure, absence, and abstention to be reflected in the minutes of the meeting, and

(v) the Board shall take any such other action as may be necessary or appropriate under applicable law and contractual obligations of the Corporation.

(d) As much as is possible, conflicts of interest are to be avoided, and in each case the Board shall where feasible make reasonable efforts to enter into an equally or more advantageous transaction or arrangement with a person or entity that would not give rise to a potential conflict of interest. However, the fact that a Director has a potential conflict of interest with the Corporation does not necessarily mean that a transaction or arrangement cannot occur. There may be occasions when the Board desires to engage in the transaction or arrangement, even with the potential conflict of interest. Transactions or arrangements are permissible if:

(i) Material facts are disclosed, and a majority of the disinterested Directors approves the transaction or arrangement in good faith; and

(ii) The transaction or arrangement is fair to the Corporation and in the best interests of the Corporation.

(e) The procedure to be used for determining that a particular transaction or arrangement is fair to the Corporation and in the best interests of the Corporation is a favorable vote, as provided under these Bylaws, by those Directors who are not involved in the potential conflict of interest. Nevertheless, if required in the judgment of the Board, resolution of any potential conflict of interest may necessitate –

(i) not entering into the transaction or arrangement;

(ii) the termination of a Director's relationship with a particular vendor or other entity, or

(iii) resignation by a Director as a member of the Board of Directors.

(3) Noncompliance with Policy

(a) If the Chair has reasonable cause to believe that a Director has failed to disclose a potential conflict of interest as defined in this Policy, the Chair shall inform the Director of the basis for such belief and afford the Director an opportunity to explain the alleged failure to disclose.

(b) If the Chair determines that the Director has in fact failed to disclose a potential conflict of interest as defined in this Policy, the matter will be referred to the Board and the Board shall take appropriate disciplinary or corrective action.

(4) Annual Disclosure; Annual Review

(a) Each Director shall annually complete a disclosure form identifying any relationships, positions, or circumstances which he/she believes, could contribute to a potential conflict of interest as defined herein.

(b) Each new Director shall be required to review a copy of this Policy and to acknowledge in writing that he/she has done so.

(c) This Policy on Conflicts of Interest shall be reviewed annually by the Board.

#

BOARD OF DIRECTORS OF
DISCOVER PALM BEACH COUNTY, INC.
dba
PALM BEACH COUNTY CONVENTION & VISITORS BUREAU

CONFLICTS OF INTEREST

Disclosure Form for the Fiscal Year beginning: _____

Name: _____

Please describe any relationships, positions or circumstances in which you are involved that could contribute to a potential conflict of interest as defined in the Policy on Conflicts of Interest as adopted by the Board of Directors of the Discover Palm Beach County, Inc. dba Palm Beach County Convention & Visitors Bureau (the "CVB"). Such relationships, positions, or circumstances might include service as a director of or consultant to a nonprofit organization receiving a grant from the CVB, or ownership of a business that might provide goods or services to the CVB. All information regarding business interests shall be treated as confidential to the extent permitted by law¹ and shall be made available only to the Chair except to the extent disclosure is necessary in connection with the implementation of this Policy.

- I am not aware of any potential conflicts of interest.
- The following relationships may give rise to a potential conflict of interest:

I hereby certify that the above information is true and complete to the best of my knowledge, and agree to abide by the CVB Policy on Conflicts of Interest.

Signature: _____ Date: _____

¹ While the CVB will endeavor to keep such information confidential, documentation of such interests is, however, subject to public disclosure under the Florida Public Records Act, Florida Statutes Chapter 119.

EXHIBIT "D"

PROCUREMENT POLICY

Contracts entered into by the Bureau in accordance with paragraph 2 of this Agreement shall be subject to the following purchasing guidelines and requirements. It shall be the responsibility of Bureau Management to educate staff who make purchases as to the Bureau's obligations under this Contract. Failure to follow these guidelines may result in non-reimbursement of Bureau Expenses. Procurement shall be conducted for the following categories as described in paragraphs A through J hereof:

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

B. Purchases Over \$5,000 and up to \$10,000. The Bureau shall request written quotations for all purchases over \$5,000 and up to \$10,000. The Bureau 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. The Bureau 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, the Bureau shall establish the appropriateness of the contract

C. Purchases Over \$10,000 and up to \$30,000. The Bureau shall request written proposals for all purchases over \$10,000 and up to \$30,000. Any request for proposals for the purchase of goods or services over \$10,000 shall require the prior approval of the Executive Director of the TDC. The Bureau 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.

D. Purchases Exceeding \$30,000. Contracts for purchases exceeding \$30,000 will be entered into according to the following procedures:

1. The Bureau 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. The Bureau 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:

Bureau President	Executive Director of TDC
Bureau Chair	TDC Member
Bureau 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 the Bureau's Executive Committee.

6. Upon approval by the Bureau's 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 Bureau's Board or the TDC or the Board of County Commissioners does

not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice or re-advertise the RFP.

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

D. Vendor List. The Bureau 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. The Bureau will solicit quotes or proposals from responsible prospective suppliers obtained from the Bureau's or 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 the Bureau 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 the Bureau 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 the Bureau 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. The Executive Director of the TDC may authorize the purchase of goods or services without requests for quotes or proposals when the Bureau has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need and is available through only one source. For purchases over \$10,000, the Bureau must provide proof of appropriate advertising to substantiate a sole source vendor as the only source of the goods or services.

H. Business Necessity and Emergency Purchases. The Bureau may purchase goods or services through direct negotiations with the vendor, and without obtaining multiple oral quotations, written quotations, or written bids or proposals, in cases of business necessity or emergency. For purposes of this provision:

1. "Business necessity" shall mean that (i) the goods or services are necessary to the provision of contracted services under this Agreement and (ii) sufficient time is not available between the identification of the need for the goods or services and the time for provision of the goods and services to engage in written requests for proposals or bids.

2. "Emergency" shall mean that the goods or services are necessary to the protection of life or property from imminent hazards such as storm or civil disturbance.

In all such cases, the Bureau shall make every effort to receive a minimum of three (3) written quotations, and, where that is not feasible, to obtain a minimum of three (3) oral quotes, for the goods or services to be provided. The Bureau shall document in writing to the County Administrator or his/her designee the nature and circumstances of the business necessity or emergency before the procurement is made or, if the circumstances do not permit, immediately thereafter.

I. Purchasing under Government Price Agreements. Notwithstanding any other provision of this Procurement Policy, the Bureau 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.

J. Professional and Consulting Services. All contracts for professional or consulting services entered into pursuant to the provisions of this Exhibit "D" 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. The Executive Director of the TDC must approve the form and content of the agreement prior to its execution by the vendor and the Bureau.

* * *

EXHIBIT "E"

SBE POLICY

Pursuant to Palm Beach County Ordinance No. 2002-064, the Bureau 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 the Bureau's procurement process.

The Bureau will make good faith efforts in providing equal opportunity whereby all Palm Beach County businesses may fully participate in the Bureau's procurement process. The Bureau agrees to take the following steps to insure that Palm Beach County-certified small business enterprises are afforded the opportunity to participate in the Bureau'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 the Bureau 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 Bureau 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.) Maintain Occupancy Rate at 72% or greater.
- 2.) Maintain the number of wholesalers who feature Palm Beach County at 333.
- 3.) Maximize Advertising Placement and Frequency to generate 339,730 inquiries.
- 4.) Generate 509,760 unique visitors to the Bureau's web site.
- 5.) Book 65,000 room nights not related to Convention Center
- 6.) Book 6,500 room nights related to Convention Center
- 7.) Issue 50 high-value press releases related to the destination.
- 8.) Achieve a free press viewership of 2 billion impressions, including Internet page views.
- 9.) Achieve free press coverage with an advertising equivalent dollar value of \$7 million.

Performance Measures	FY 2006 Actual	FY 2007 Budget	FY 2008 Target	
Average Room Occupancy	76.7%	72.0%	72.0%	
Wholesalers	333	333	333	Note 1
Advertising Inquiries	72,692	317,027	339,730	Note 2
Unique Visitors to Web Site	439,639	472,000	509,760	Note 3
Booked Room Nights Contracted (Hotel lead program)	83,302	65,000	65,000	Note 4
Convention Center Room Nights Contracted	9,350	6,500	6,500	Note 4
Press Releases	45	43	50	
Circulation/Viewership (millions)	1,000	750	2,000	Note 5
Advertising Equivalent Value of Press Coverage	n/a	n/a	\$ 6,500,000	Note 6

Note 1: This goal reflects the shrinking number of wholesalers in the market due to mergers and consolidations.

Note 2: Mail and phone inquiries have been declining because of transfer to web. For FY 2007, a new baseline was established that utilizes the traditional phone/mail inquires, along with a consistent method of tracking web inquires.

Note 3: This goal is added in FY 2008 to account for increased importance of the web site to the Bureau's marketing efforts.

Note 4: 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 5: This goal is increased in FY 2008 to reflect expanded page views occurring on the Internet.

Note 6: This goal is added in FY 2008 to account for the dollar value of the advertising equivalent of free press generated.

EXHIBIT "G"

TRAVEL & ENTERTAINMENT POLICY

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 the Bureau 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 the Bureau. 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 the Bureau, 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.

Travel for staff will be pre-approved by the President/CEO and the President/CEO's travel will be approved by the Bureau's Executive Committee.

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 Business Travel Network 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 gratuity on any meal is 15%; provided, however, that in any case where the gratuity is included in the bill presented for the meal, then the gratuity will be paid in the full amount assessed by the serving establishment. Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make one

(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 the Bureau 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 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 international flights outside of North America, 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. Tips over \$10.00 given for portage of large and/or numerous boxes of material or displays, require explanations and receipts. 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 those incurred while meeting with travel writers, tour brokers and other persons connected with the tourist industry. Such expenses shall be 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.

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 Bureau 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 the Bureau 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 Bureau, 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":

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, the Bureau 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 the Bureau shall be eligible for a merit-based increase of up to 5% from revenues derived from the Tourist Development Tax.

Any additional compensation provided the President shall be paid only from private funds and shall not increase the base salary paid from tourist tax revenues. In the event such compensation is paid, the Bureau 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 TDC Executive Director 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, the Bureau 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".

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Discover Palm Beach County, Inc.

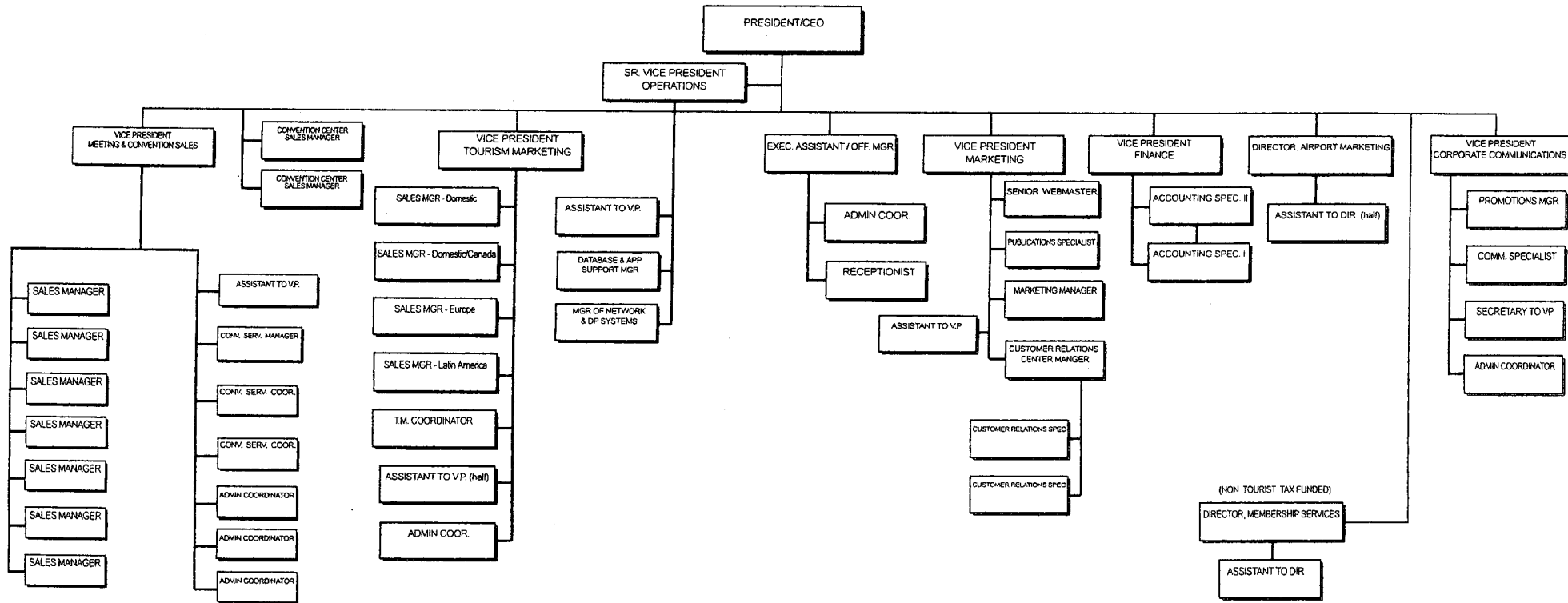
FY 2008 Salary Structure

Exhibit "I"

Grade	Mimimum	Midpoint	Maximum	Positions
26	\$ 128,625	\$ 160,781	\$ 192,937	President/CEO fn1/
25	\$ 101,758	\$ 127,198	\$ 152,638	Sr. VP - Operations
24	\$ 88,486	\$ 110,607	\$ 132,728	VP - Group & Convention Sales
23	\$ 76,944	\$ 96,180	\$ 115,416	VP - Marketing; VP - Finance
22	\$ 66,908	\$ 83,635	\$ 100,362	VP - Corporate Communications; VP - Tourism Marketing
21	\$ 58,181	\$ 72,726	\$ 87,271	Director - Airport Marketing; Director - Group Sales; Sales Manager II - Convention Center Sales
20	\$ 50,592	\$ 63,240	\$ 75,888	Sales Manager II - Hotel Program; Sales Manager I - Convention Center Sales; Manager of Network & DP Systems
19	\$ 43,993	\$ 54,991	\$ 65,989	Director - Membership; Office Manager/Assistant to President; Sales Mgr. II - Tourism Marketing; Sales Mgr. I - Hotel Program; Sr. Webmaster; Customer Relations Center Manager
18	\$ 38,254	\$ 47,818	\$ 57,382	Sales Mgr. I - Tourism Mktg.; Accounting Specialist II
17	\$ 33,265	\$ 41,581	\$ 49,897	Database & Appl Sprt Mgr.; Communications Specialist; Publications Specialist; Convention Services Manager; Promotions Manager; Accounting Specialist I
16	\$ 28,926	\$ 36,157	\$ 43,388	Marketing Services Asst.; TM Coordinator; Group Services Support Coordinator; Assistant to VP; Convention Sales Coordinator
15	\$ 25,153	\$ 31,441	\$ 37,729	Information Coordinator; Administrative Coordinator; Assistant to Director
14	\$ 21,872	\$ 27,340	\$ 32,808	Receptionist; Secretary; Customer Relations Specialist
13	\$ 19,019	\$ 23,774	\$ 28,529	Information Specialists

fn1/ \$175,000 in FY 2008 plus 5% increases in FY 2009 and 2010 per agreement approved by BCC 07/24/07

EXHIBIT "J"
PALM BEACH COUNTY CONVENTION AND VISITORS BUREAU
ORGANIZATIONAL CHART - FY 2008



8/16/2007

CERTIFICATE OF INSURANCE

JAN/03/2007/WED 03:35 PM

RAY CELEDINAS AGENCY

FAX No. 5617210540

P. 001/001

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KE DISCO-1	DATE (MM/DD/YYYY) 01/03/07
PRODUCER Celedinas Insurance Group -PBG 4283 Northlake Blvd. Palm Beach Gardens FL 33410 Phone: 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.	
INSURED Discover Palm Beach County Inc dba Palm Beach Convention & Visitors Bureau 1555 Palm Bch Lakes Blvd #800 West Palm Beach FL 33401		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Nationwide Mutual Fire Ins Co	23779
		INSURER B: Nationwide Mutual Ins Co	23787
		INSURER C: *Twin City Fire Insurance Co	29459
		INSURER D:	
		INSURER E:	

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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	77PR4816373002	10/01/06	10/01/07	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 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
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
A	AUTOMOBILE LIABILITY	77BA4816373001	10/01/06	10/01/07	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 AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS/UMBRELLA LIABILITY	77CU4816373003	10/01/06	10/01/07	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
C	OTHER	NOA1304744	10/01/06	10/01/07	Limit	\$3,000,000
	Directors & Officers				Ded	\$10,000

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

CERTIFICATE HOLDER

Discover Palm Beach County Inc
 1555 PB Lakes Blvd, #800
 West Palm Beach FL 33401

CANCELLATION

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