

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 870,800	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$ 870,800</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0---	0---	0---	0---

Is Item Included In Current Budget? Yes No.

Budget Account No.: Fund 1457 Dept 710 Unit 7331 Object 3401 Reporting Category _____

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

The Sports Commission receives 7% of the 2nd, 3rd and 5th cent of the local option bed tax.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. **OFMB Fiscal and/or Contract Administration Comments:** In addition to the PBCSC contract amount of \$870,800, there is an additional \$509,748 for Direct County Expenditures and \$224,469 for operating reserves included in the FY 2008 budget

Jan Dink 9-24-07
9/24/07 OFMB cn 9/24/07

JL Walcott 9/24/07
 Contract Dev. and Control

B. **Approved as to form and Legal Sufficiency:**

Maureen Callen
 Assistant County Attorney

at the time of our review, the contract had not been signed and did not have insurance certificates or fidelity bond. We believe it reflects the negotiation with County Administration.

C. **Approved as to Terms and Conditions:**

 Department Director

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

AGREEMENT

Between

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

On behalf of the

TOURIST DEVELOPMENT COUNCIL

And

PALM BEACH COUNTY SPORTS COMMISSION, INC.

SUMMARY OF AGREEMENT

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

Term of Agreement - 5 years
Contract Amount - \$870,800

INDEX

Summary of Agreement

The Agreement

1. Functions and Services
 - A. Annual Business and Marketing Plan
 - B. Coordinator for Sports Tourism
 - C. Data Base Management
 - D. Event Solicitation
 - (i) Trade Shows
 - (ii) Site Visits
 - (iii) Event Bidding
 - (iv) Business Development
 - E. Event Servicing
 - (i) Grant Administration
 - (ii) Partnerships
 - F. Event Analysis
 - G. County Marketing
 - (i) Collateral Materials and Website Development
 - (ii) Promotional Items
 - H. Contributions of Goods and Services, Sponsorships and Memberships
 - I. Memberships
 - J. Personnel
 - K. Performance Measures
 - L. Reporting
2. Qualifications and Performance of Contractors

3. Compensation and Method of Payment
4. Purchasing Guidelines
 - A. Purchases Between \$1,000 and \$5,000
 - B. Purchases Between \$5,001 and \$10,000
 - C. Purchases Over \$10,000
 - D. Professional and Consulting Services
 - E. Reorders of Printing and Promotional Items
 - F. Sole Source Purchases
 - G. Prohibition of Subdivision of Purchase
5. Governance
6. Policies and Procedures
 - A. Executive Director
 - (i) Advertising
 - (ii) Salaries
 - (Hi) Car Allowance
 - B. Submission of Documents
 - C. Professional and Contracting Service Contracts
 - D. Services and Goods Provision Contract Modification
 - E. Written Approval
 - F. Furniture and Equipment
 - G. Audit Service
 - H. Legal Counsel
 - I. Staff Travel
7. Independent Contractor
8. Non-Discrimination
 - A. Applicants and Employees
 - B. Ethnic/Racial Report
 - C. Service Contractors
9. Certificate of Conduct
10. Certificate of Authority and No Conflict

11. Audit Availability of Records
 - A. Independent Auditor
 - B. All Records
 - C. Power to Designate
 - D. Audit Committee
 - E. Finance Committee
12. Findings Proprietary
13. Intellectual Property
14. Prohibition of Assignment
15. Conflict of Interest
16. Authority to Practice
17. Insurance
 - A. Certificate of Insurance
 - B. Comprehensive General Liability Insurance
 - C. Comprehensive Automobile Liability Insurance
 - D. Workers' Compensation Insurance
 - E. Fidelity Bond
18. Indemnification
19. Term of Agreement
20. Termination
21. Ordinance Agreement
22. Performance and Obligation to Pay
23. Public Entity Crimes
24. Amendment
25. Notices

Exhibits

- Exhibit A FY 07-08 Budget
Exhibit B Moving Expense Reimbursement
Exhibit C Travel & Entertainment Policy

- Exhibit D Small Business Enterprise Policy
- Exhibit E FY 07-08 Performance Measurements
- Exhibit F Salary Policy
- Exhibit G PBCSC Salary Structure
- Exhibit H Organization Chart
- Exhibit I Conflict of Interest Policy

AGREEMENT WITH PALM BEACH COUNTY SPORTS COMMISSION, INC.

THIS AGREEMENT is made and entered into this _____ day of _____, 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 PALM BEACH COUNTY SPORTS COMMISSION, INC., a Florida not-for-profit corporation, whose Federal I.D. number is 65-0263296, (hereinafter referred to as "PBCSC").

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

WHEREAS, a portion of the Tourist Development Tax revenues are reserved to be used to attract, stimulate, and promote sports events and activities in Palm Beach County to further increase tourism and hotel occupancy, to develop programs and promote attractions that increase the number of visitors and visitor's stays in the COUNTY, and to promote Palm Beach County nationally and internationally (hereinafter referred to as Category "G" funds); and

WHEREAS, the County wishes to contract with the PBCSC for the provision of such sports related programs and activities that promote Palm Beach County tourism.

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

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

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

A. Annual Business and Marketing Plan ("Business Plan").

In cooperation with the Executive Director of the TDC, and with persons providing contractual services for the COUNTY'S Tourist Development Plan under this Agreement, and with other interested persons, PBCSC shall develop a specific and detailed annual Business Plan for accomplishing the purposes of Category "G" of the Tourist Development Plan, which are to promote and market Palm Beach County through a variety of programs. PBCSC will present such annual Business Plan to the TDC for its review, modification and adoption, and, if adopted, PBCSC will implement such Plan as provided in subparagraphs (B through K) of this paragraph. The PBCSC Executive Director shall participate jointly with the other TDC-funded agencies in marketing coordination meetings called from time to time by the Executive Director of the TDC.

B. Coordinator for Sports Tourism.

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

C. Data Base Management

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

D. Event Solicitation

PBCSC shall solicit or bid on a sporting event or activity, using TDC Category "G" funds, at any time throughout the year. Any contract written with the sporting event or activity using Category "G" funds will first be approved by the TDC and BCC. PBCSC will serve as Contract Administrator.

(i) Trade Shows

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

(ii) Site Visits

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

(iii) Event Bidding

PBCSC will research and submit documentation to appropriate organizations to host an event in Palm Beach County. The information shall include the plan the PBCSC would utilize to host the event including the allocation of human, financial and/or physical resources. PBCSC may also form partnerships with other entities in bidding on events to be held in the COUNTY. In the event PBCSC is required to submit a Bid/Rights Fee prior to the event, the County may reimburse PBCSC for such fee, provided the appropriate support documentation is provided to COUNTY and as long as the expense is within the approved budget.

(iv) Business Development

PBCSC shall be reimbursed for certain expenses pertaining to business development opportunities relating to sports events and activities that are

projected to produce increased room nights and tourism activity, upon the submission of appropriate documentation and as long as it is within the approved budget. Funds in the business development line item may be used for activities associated with marketing Palm Beach County including financial costs associated with submission of bids, meetings, receptions and/or other sports related activities with prospective clients that are projected to increase room nights and tourism activity meeting other stated performance measures.

E. Event Servicing

In the event it is successful in attracting a sporting event to Palm Beach County, PBCSC may assist in its operation or be responsible for total operation of said event. In all cases PBCSC shall accept total responsibility for coordination of events, and under no circumstances, shall COUNTY be held responsibility for any condition not stated in the contract with said organization.

(i) Grant Administration

In accordance with the guidelines, policies, and procedures adopted hereunder, or as otherwise provided by the TDC, PBCSC shall solicit, receive, and review applications for grants from event organizers who desire to hold sporting events or other special projects relating to sports in Palm Beach County that increase tourism. PBCSC shall make recommendations to the TDC and the COUNTY for approval or non-approval of such applications. The COUNTY shall enter into contracts with applicants for the implementation of such grants. PBCSC shall serve as contract administrator with respect to such grants. PBCSC shall be allowed to submit a request for Category G funds to host or produce events.

(ii) Partnerships

PBCSC may form partnerships with event owners and local community

representatives such as facilities/venue owners, sports clubs, municipalities, parks and recreation departments, and other businesses wherever possible to carry out operations necessary to host events successfully. Operations may include marketing services, media, volunteers, information technology, facilities, accommodations, logistical items, medical and security provision and other areas of event operations.

F. Event Analysis

PBCSC shall direct the grantee to obtain verification of room nights from participating hotels or other establishments subject to the Tourist Development Tax. This information shall be included in the reimbursement report. From this information, the PBCSC will maintain economic impact figures. If directed by the Executive Director of the TDC, PBCSC shall request the grantee hire an independent research firm to determine the impact upon tourism of the event, program or festival which has received a grant for Tourist Development Tax revenues as provided in sub-paragraph E (i). PBCSC will work with the hotel/lodging industry to accurately report all sports-related room nights.

G. County Marketing

(i) Collateral Materials and Website Development

PBCSC shall arrange for the design and production of television commercials, advertisements, other related media and other collateral materials, including brochures and other printed materials; bid presentations; and other sports promotion activities as provided in this Agreement and the annual Business Plan. PBCSC may also utilize collateral material from other TDC-funded agencies. The PBCSC will at all times employ the latest internet based marketing and information systems as it can reasonably afford.

- (ii) Promotional Items – PBCSC may purchase and distribute promotional items as needed.

H. Contributions of Goods and Services. Sponsorships and Memberships

PBCSC shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement, for the benefit of the COUNTY'S Tourist Development Plan, contributions of privately owned goods and services, including but not limited to the providing or furnishing of facility usage, meals, receptions, transportation, lodging, admissions, beverages, sponsorships and membership fees. Estimates of these contributions and fees shall be submitted to the Executive Director of the TDC annually.

I. Personnel

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

J. Performance Measures

The PBCSC shall provide semi-annual reports in March and September to the Executive Director of the TDC on attainment of the performance measures attached hereto and incorporated herein as Exhibit "E" which performance measures the PBCSC agrees to make all good faith efforts to achieve or provide written justification acceptable to the TDC as to why any performance measure within Exhibit "E" is not achieved.

The PBCSC Executive Director will meet annually with the Executive Director of the TDC prior to the TDC approval of the PBCSC's annual contract amendment to