

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. ad 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

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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

determine any adjustments to the performance measurements and goals subject to the PBCSC Board of Directors approval.

K. Reporting

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

2. Qualifications and Performance of Contractors Any personnel or entities with which PBCSC enters into contracts for services pursuant to this Agreement shall be specifically experienced in, and qualified for, the provision of such services. As contract administrator, PBCSC shall develop evaluation criteria, monitor and evaluate the performance of all such contractors. PBCSC shall insure that all parties who have contracted with PBCSC provide a monthly report on the duties performed and services provided. PBCSC shall provide to the Executive Director of the TDC a semi-annual report summarizing the results of such monitoring and evaluation, and shall take reasonable measures to assure the continued satisfactory performance of all such contractors. Should PBCSC, after taking such reasonable measures, determine that such contractor who has contracted with PBCSC has failed to perform in accordance with its contract, PBCSC shall terminate such contract. PBCSC shall continuously keep the Executive Director of the TDC fully informed as to all activities of PBCSC so as to enable the Executive Director to effectively provide overall direction and guidance for

the COUNTY'S Tourist Development Plan as established by the TDC and the County. The Executive Director shall serve as an ex-officio member of PBCSC.

3. Compensation and Method of Payment Costs incurred by PBCSC in performing the duties and providing the goods and services described in this Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "G" of the Tourist Development Plan. Payments to PBCSC shall be consistent with the annual Business Plan adopted by the TDC , and shall be made only for expenditures which are specifically authorized by the COUNTY. Authorization by the COUNTY of (1) a line-item in the COUNTY budget with reference to a provision of this Agreement, and (2) contracts entered into by the COUNTY with third parties and (3) the PBCSC annual budget as set forth in the attached Exhibit "A", attached hereto and made a part hereof as it may be amended by the COUNTY from time to time, shall constitute, as between the COUNTY and PBCSC, authorization of the expenditures provided for therein.

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

itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced.

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

PBCSC shall be 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 PBCSC annual budget, included in the Exhibit "A". The amounts applicable to the various line items of Exhibit "A" can, subject to the maximum total amount, be increased or decreased by up to 10% at the discretion of PBCSC; adjustments in excess of 10% of any line item must be authorized by the Executive Director of the TDC. Under no circumstances shall the adjusted amount exceed or cause the total to exceed the total amount of the annual budget.

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





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

The following purchasing guidelines and requirements shall apply to the selection and award of such contract and purchases::

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

B. Purchases Between \$5,001 and \$10,000 PBCSC shall request written quotations for all purchases between \$5,001 and \$10,000. PBCSC shall make every effort to receive a minimum of three (3) written quotations for each item or group of items needed. Requests for quotations will be mailed to all prospective bidders, as feasible. The PBCSC shall furnish the Executive Director of the TDC with the responses or quotations received prior to the award. In the event the Executive Director of the TDC shall question the recommended contract, the PBCSC shall establish the appropriateness of the contract.

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

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

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

established price.

F. Sole Source Purchases The TDC Executive Director of Palm Beach County may authorize the purchase of goods or services without requests for quotes or proposals when PBCSC has determined in writing that such good or service is the only item that meets the need and is available through only one source. PBCSC must have advertised in a daily newspaper and received no more than one qualified response to designate the goods or services as a sole source vendor.

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

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

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

award which is in the best interests of PBCSC in the performance of its duties, obligations and functions as provided in this Agreement.

5. Governance PBCSC shall work with COUNTY to maintain a balanced relationship at the board and committee levels of governmental oversight. Each county commissioner will have two (2) appointees to the PBCSC board of directors for a total of fourteen (14) appointees.

6. Policies and Procedures

A. Personnel

(i) Executive Director –PBCSC shall hire and appoint an Executive Director who shall be an employee of PBCSC, and who shall have the day to day responsibility for the performance of the duties and obligations of PBCSC. The Executive Director shall fully cooperate and work with the Executive Director of the TDC to insure that the activities of PBCSC and the contractors provided for herein are in conformance with the annual Business Plan adopted by the TDC. The Executive Director of the TDC shall participate in the interview process for the PBCSC's selection of an Executive Director. The activities of the Executive Director of the TDC and the Executive Director of PBCSC shall be coordinated so as to be complementary and to minimize duplication of effort. The activities of the Executive Director (on behalf of PBCSC) shall be of a daily operational and marketing nature, while the activities of the TDC's Executive Director (on behalf of COUNTY) shall be administrative in nature. iii) The car allowance provided to the Executive Director of the PBCSC which is funded from

revenues derived from the Tourist Development Tax shall be in conformity with the COUNTY'S policy on car allowances for department heads.

(ii) Staff of the PBCSC PBCSC shall make good faith efforts to attract the best available employees by advertising in selected daily newspapers of general circulation, and/or appropriate trade publications. The salaries provided by PBCSC to its employees shall be in accordance with Exhibit "G" of this agreement.

B. Guidelines and Policies and Procedures

PBCSC shall submit to the TDC for its approval guidelines, and financial policies and procedures which, upon approval by the COUNTY, shall further govern PBCSC in its performance of the duties and services contemplated by this Agreement. The guidelines and financial 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.

PBCSC shall in the performance of its duties provided for in this Agreement, adhere to and act in conformity with the policies set forth in the following exhibits:

Exhibit B	Employees' Moving Expense Reimbursement Policy
Exhibit C	Travel Expense Reimbursement Policy
Exhibit D	SBE Policy
Exhibit E	Performance Measures for FY07-08
Exhibit F	Salary Policy
Exhibit G	Salary Structure
Exhibit H	Organization Chart

Exhibit I Conflict of Interest Policy

C. Third Party Contracts All contracts for professional and consulting services entered into by PBCSC under this Agreement shall be in writing and shall state that PBCSC is an independent service contractor of COUNTY and does not have the authority to enter into any contract on COUNTY'S behalf or to bind COUNTY to any such contract and shall further state, unless consented to by COUNTY, that COUNTY shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by COUNTY of any benefits thereunder. PBCSC shall not enter into, nor modify, any contract for services or goods entered into by PBCSC in performing under this Agreement unless any such contract or modification is first approved by the Executive Director of the TDC. Any approvals, adoptions, consents or acceptances of COUNTY required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County or their designee and shall as a condition precedent to said approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County require action by the TDC in accordance with Ordinance No. 95-30 as amended, and Resolution R-83-944. The Executive Director shall place all items to be considered by the TDC on the meeting agenda thereof and shall make his recommendation to the TDC on any item.

D. Furniture and Equipment All furniture or equipment acquired by PBCSC which was or will be paid for by or reimbursed from Tourist Development Tax funds shall be purchased in accordance with the COUNTY'S purchasing procedures and guidelines and shall be subject to the tagging and inventory requirements of Chapter 274, Florida Statutes, and applicable property control procedures of the County. Said furniture and

equipment shall be and remain the property of COUNTY. PBCSC shall use the furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear excepted.

E. Auditing Contract The PBCSC will re-bid and replace its private auditors at least every seven years. The initial contract shall be for a term of three years, with two, two-year renewals at the option of the PBCSC.

F. Legal Services Contract . In the event the PBCSC shall contract for legal services, such contract will be re-bid at least every seven years to obtain competitive pricing.

G. Travel Authorization . The PBCSC staff travel will be approved in advance by the Executive Director. The Executive Director's travel must be approved in advance by the Executive Committee and Sports Commission Board at a regularly scheduled board meeting. If this is not possible due to a conflict of dates, the President may approve such travel and will inform the Board at their next regularly scheduled meeting.

7.. Independent Contractor PBCSC is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an agent or of the COUNTY. The officers, employees, and agents of PBCSC shall not be considered to be officers, employees, or agents of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to PBCSC's sole direction, supervision and control. PBCSC shall exercise control over the means and manner in which it and its

employees

perform the work, and in all respects PBCSC's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, or agents of the COUNTY.

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

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

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

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

9. Certification of Conduct PBCSC hereby certifies that it will not attempt in any

manner

to improperly influence any specifications, or be unlawfully restrictive regarding purchase of services or commodities by the COUNTY.

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

11. Audit Requirements/ Availability of Records.

A. During the term of this Agreement and subject to the provisions of Section 6-E-, PBCSC will annually hire an independent auditing firm to audit their accounts. PBCSC agrees an independent auditor shall have access to, and the right to examine, any pertinent books, documents, papers and records of the PBCSC including computer generated mail, documents and files. The result of this independent audit will be submitted to the TDC. PBCSC shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. PBCSC agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of PBCSC. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

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

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

D. The PBCSC will establish an Audit committee comprised of at least five (5) members of the PBCSC Board of Directors. The Treasurer shall serve as the Chairman of the Audit Committee. Members of the Audit Committee will serve no more than three (3) consecutive years; a minimum of two (2) members will rotate off the committee and be replaced by two (2) new members each year. New members of the Audit Committee shall be appointed whenever a vacancy occurs in committee membership. Members of the Audit committee will annually review the Audit Report, Management Letter and staff response to the Management Letter. The Audit committee will report to the PBCSC on its findings. The same materials (audit, management letter and staff response) will be provided to the TDC Audit Committee, along with any findings of the PBCSC's Audit Committee and PBCSC Board of Directors. The auditor and the chairman of the PBCSC Board will present the audit to the TDC audit committee.

E. The chairman of the Finance Committee shall be selected by the president of the

PBCSC. The Finance Committee shall be responsible for assuring the financial solvency of the PBCSC and for reviewing and reporting financial conditions to the PBCSC Board. The Committee shall work with other established committees to create annual financial goals and budgets. Members of the Committee shall be appointed by the President from among the membership. Reports submitted to the TDC shall include, but not be limited to, budget recommendations, financial issues, and recommendations for changes in fiscal operation.

12. Findings Proprietary Any reports, information or data given to, prepared or assembled for or by PBCSC under this Agreement which the COUNTY requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of the COUNTY. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by the COUNTY or by PBCSC under conditions specified herein. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared under this Agreement.

13. Intellectual Property All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property utilizing any TDC logo or slogan created by or on behalf of PBCSC under this Agreement or otherwise under Category "G" of the COUNTY'S Tourist Development Plan shall be the property of COUNTY, and PBCSC hereby assigns to COUNTY any and all rights PBCSC has or may acquire in such intellectual property. COUNTY hereby grants a nonexclusive license to PBCSC for the use of such intellectual property during the term of this Agreement for the purpose of carrying out PBCSC's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement

including required approvals by COUNTY, and provided further that any and all revenues derived from such use by PBCSC shall be applied solely to the performance of PBCSC's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by PBCSC to COUNTY. PBCSC shall take no action inconsistent with COUNTY'S rights in such intellectual property, and will take reasonable actions, including registration of trademarks and trade names, as necessary and appropriate to protect the COUNTY'S rights in such property. The PBCSC is authorized and directed to include the County's name, logo and the current member of the Board of the County Commission in any publications of the PBCSC for distribution such as its newsletters, annual reports and similar publications as feasible and appropriate.

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

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

The PBCSC shall have in place a comprehensive conflict of interest policy for its members, which is attached hereto and made a part hereof as, EXHIBIT "I."

16. Authority to Practice The PBCSC hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times conduct its business activities in a responsible manner. Proof of such license and approvals shall be submitted to COUNTY upon request.

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

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

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

operations by PBCSC or by anyone directly employed by or contracting with PBCSC.

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

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

E. Fidelity Bond. The PBCSC shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of Five Hundred Thousand Dollars (\$500,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies, or finances. 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 PBCSC shall have in force during the life of the Agreement Directors and Officers Insurance in an amount not less than

One Million Dollars (\$1,000,000).

18. Indemnification PBCSC shall indemnify, save and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any negligent act or omission of PBCSC, its officers, employees, and agents in the performance of services under this Agreement, and regardless of whether such negligent act or omission of PBCSC was caused, occasioned or contributed to in whole or in part by the negligence of the COUNTY or its officers, employees, servants or agents.

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

19. Term of Agreement This Agreement shall become effective on October 1, 2007 and shall expire on September 30, 2012, unless sooner terminated as provided herein. In the event the COUNTY shall desire to renew this Agreement, at least sixty (60) days prior to the date of expiration of this Agreement or any renewal thereof, the COUNTY will send to PBCSC a notice of intent to renew, subject to final budget approval by the Board of County Commissioners. Thereafter, if COUNTY shall elect to exercise this option, it shall notify PBCSC in writing of such election prior to the date of expiration of this Agreement or any renewal thereof. In the event this Agreement is renewed, PBCSC and the COUNTY agree that Exhibit "A" to this Agreement, including the PBCSC Annual Budget, may be amended by the COUNTY to reflect the budget approved by the Board of County Commissioners. This Agreement may be extended or

modified upon mutual agreement in writing.

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

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

22. Performance and Obligation to Pay PBCSC's or the COUNTY'S performance and obligation to pay under this Agreement is contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of the Tourist Development Tax funds designated in County's Tourist Development Plan for Category "G" uses, the receipt of said Tourist Development Tax funds and an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "A".

23. Public Entity Crimes As provided in F.S.287.132-133, by entering into this contract or performing any work in furtherance hereof, the PBCSC certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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

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

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

with a copy to:

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

and if sent to PBCSC, shall be mailed to:

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

(Remainder of this page is intentionally left blank) 00

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

ATTEST:
SHARON R. BROCK
CLERK & COMPTROLLER
COMMISSIONERS

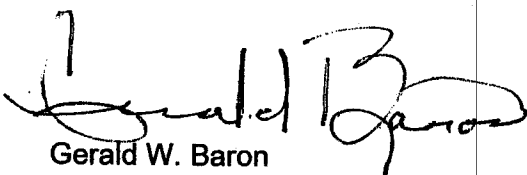
PALM BEACH COUNTY PALM BEACH
COUNTY, FLORIDA BY ITS BOARD OF
COUNTY


By:
Deputy Clerk

(SEAL)

By:
Commissioner Addie L. Greene. Chairperson

ATTEST: Palm Beach County Sports Commission, Inc.

By: 
Gerald W. Baron
Executive Director

By: 
Donald P. Dufresne, President

Approved as to terms
and conditions:

Approved as to form
and legal sufficiency:


JCB Executive Director

County Attorney

**EXHIBIT A
FY07-08 BUDGET**

		Adjusted				
		FY2006	FY2006	FY2007	FY2007	FY2008
ACCT	CONTRACTUAL EXPENDITURES	Budget	Actual	Budget	Forecast	Budget
4001	TRAVEL & PER DIEM	\$ 11,250	\$ 9,388	\$ 10,300	\$ 10,300	11,600
4101	COMMUNICATION SERVICES	4,850	4,132	5,200	5,200	2,500
4205	POSTAGE	4,800	4,125	3,500	3,500	6,500
4411	RENT/FACILITY/BOARD MEETINGS					2,500
4412	RENT- STORAGE	6,800	6,368	6,500	6,500	8,200
4406	RENT- OFFICE EQUIPMENT	16,900	16,924	17,000	17,000	17,900
4620	REP/MAINT. OF EQUIPMENT	6,500	6,296	6,800	6,800	8,600
4701	PRINTING AND BINDING	10,100	9,778	22,500	22,500	10,750
4803	SALES ENTERTAINMENT	2,700	758	3,000	3,000	2,500
4805	ADVERTISING	2,000	1,808	1,000	1,000	25,500
4809	CONSUMER & TRADE SHOWS	9,800	9,183	8,000	8,000	6,500
4810	FAMILIARIZATION TOURS	3,000	1,770	3,000	3,000	-
4811	PROMOTIONAL ITEMS	4,500	4,256	3,500	3,500	4,500
4812	BUSINESS DEVELOPMENT					17,000
4815	ADMINISTRATIVE EXPENSE	615,005	590,024	680,100	680,100	697,640
4816	PROMOTIONAL MEMBERSHIPS	3,000	2,885	2,500	2,500	2,500
4941	REGISTRATION FEES	2,200	536	2,500	2,500	2,500
4950	DP NETWORK	6,197	3,778	3,400	3,400	15,360
5101	OFFICE SUPPLIES	9,500	9,202	5,200	5,200	6,500
5111	OFFICE FURNITURE/EQUIPMENT	3,000	2,063	1,000	1,000	1,000
5121	DP SOFTWARE & ACCESS.	7,748	6,564	6,400	6,400	13,350
5401	BOOKS. PUBLICATIONS. SUBCRIP.	1,900	1,331	2,200	2,200	1,900
6405	DP EQUIPMENT	11,250	10,891	3,400	3,400	5,500
SUB-TOT	CONTRACTUAL EXPENDITURES	\$ 743,000	702,060	\$ 797,000	\$ 797,000	870,800
	INSTITUTE RENT		10,272			
			691,788			
	DIRECT COUNTY EXPENDITURES					
3080	INDIRECT COST	\$ 63,581	\$ 40,135	\$ 72,164	\$ 65,615	70,538
4101	COMMUNICATION SERVICES	5,563	7,873	\$ 15,656	\$ 15,656	15,656
4103	COMMSUNCOM-TOLL	1,868	1,003	\$ 1,868	\$ 1,868	1,868
4104	COMM/ COMMERCIAL-TOLL	1,751	0	\$ 1,776	\$ 1,776	1,776
4411	RENT	107,000	105,301	\$ 113,000	\$ 113,000	117,500
4610	MAINT. BLDGS.	750	0	\$ 750	\$ 750	750
4622	MAINT. TELEPHONE	2,500	0	\$ 2,500	\$ 2,500	2,500
4969	TAX COLLECTOR COMMISSIONS	17,955	18,092	\$ 18,386	\$ 18,658	19,422
8201	GRANTS	200,000	160,500	\$ 225,000	\$ 225,000	250,000
9121	BLUM STADIUM PAYMENTS	30,000	30,000	\$ 30,000	\$ 30,000	30,000
SUB-TOT	COUNTY EXPENDITURES	\$ 430,968	\$ 362,904	\$ 481,100	\$ 474,823	510,010
GRAND TOTAL		\$1,173,968	\$1,054,692	\$1,278,100	\$1,271,823	1,380,810

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

PBCSC may be reimbursed by Palm Beach County for moving expenses for employees hired for the Executive Director position.

Employees hired for the Executive Director position 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 \$10,000, after obtaining written estimates as provided in this Policy and approval by the County Administrator or his/her designee.

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

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

EXHIBIT C
TRAVEL & ENTERTAINMENT POLICY for
TOURISM PROMOTION ACTIVITIES

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

County Tourism Promotion contractors are authorized to provide, arrange and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the agency. However, entertainment expenses shall be authorized only when meeting with sports and travel writers, National Governing Bodies (NGB's), or other persons connected with the sports and tourist industry. All travel and entertainment-related expenditures in excess of \$10 shall be substantiated by paid invoices. Palm Beach County PPM CW-F-009 Travel Policy is utilized when Florida Statute Section 125.0104 does not govern or this policy.

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

DOMESTIC TRAVEL (Including Florida)

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

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

FOREIGN TRAVEL

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

Foreign Exchange: Receipts for foreign exchange must be submitted so as to determine the rate of exchange. **THE HOTEL MAY NOT BE USED TO EXCHANGE CURRENCY** unless it is an emergency. Exchange rates will be verified for reasonableness from historical data posted on the Internet. The currency site for foreign exchange is www.oanda.Com.

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

EXCEPTIONS FOR FOREIGN TRAVEL: Lodging may exceed the per diem listed provided there is a valid reason as to why the accommodations exceeded the per diem limits. For example, when the Sports Commission attends the Sport Accord Convention in Switzerland, all hotels increase their rates significantly for this event. In such event the traveler may be authorized to pay a rate that is above the rates published in the guide and may be reimbursed provided it is actual and reasonable under the circumstances and is supported with proper documentation.

AIR TRAVEL

Any traveler shall attempt to obtain the most economical means of travel that is reasonable under the circumstances. The PBCSC may pre-approve staff to upgrade from tourist class tickets to business class tickets on intercontinental flights.

RECEIPTS ARE REQUIRED FOR ALL EXPENDITURES OVER \$10.00

TIPS: All tips for portage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. 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.

ENTERTAINMENT

Entertainment expenses shall be incurred only when meeting with sports and travel writers, NGB's or other persons connected with the tourist industry. Please note that entertainment expenses must always be related to persons connected with the tourism industry, as noted above, to be reimbursed.

Entertainment expenses are currently limited by agreement with the County

Commission to the following amounts per person per day:

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

The above limits do not include taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, beverages served at a reception, photography and special decorations are not included.

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

EXPENSE REPORTS

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

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

GENERAL

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

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

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

EXHIBIT D SMALL BUSINESS ENTERPRISE POLICY

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

GUIDELINES:

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

EXHIBIT E
FY07-08 PERFORMANCE MEASUREMENTS

1. Maintain sports-related room nights at one hundred forty thousand (140,000)
2. Submit or assist in the submission of twenty (20) event/activity bids
3. Organize six (6) site visits to recruit events/activities into Palm Beach County
4. Increase Category G grant funding by 10 percent (10%)
5. Provide funding to twenty-four (24) events/activities
6. Provide assistance to sixty (60) events/activities in one hundred eighty (180) areas of operation
7. Assist five (5) events/activities that promote Palm Beach County as a tourist destination through national and/or international television coverage
8. Develop a long-range business plan to identify 5 major events to be targeted to host and/or to submit a bid to host over the next five years.

**EXHIBIT F
SALARY POLICY**

The salaries provided by the PBC Sports Commission to its employees shall be in conformity with the specific salary ranges set forth in its guidelines, policies, and procedures. Any increase in annual salary of an employee of the PBC Sports Commission shall not exceed the amount established for such fiscal year pursuant to the following "pool of funds" policy.

Increases will be based on merit performance and cost of living. Merit and cost of living increases will not to exceed the "pool of funds" established in the budget. The pool of funds is generated by 5 percent of the budgeted gross salaries. The increases established by this salary policy shall not apply to the promotion of an employee to the salary level of a new job category.

The PBC Sports Commission employees will also have an additional opportunity of an annual payment based on an incentive program. Upon achieving individual and business plan goals, amounts for incentive program payments will be given from the annual budget.

Reports of all salary adjustments and incentive program payments will be submitted to the TDC each year.

**EXHIBIT G PALM BEACH COUNTY
SPORTS COMMISSION SALARY STRUCTURE**

JOB TITLE	START	MID-RANGE	MAXIMUM
Executive Director (does not include car allowance)	70,000	100,000	130,000
Director of Operations	45,000	60,000	80,000
Director of Grants & Government Affairs	40,000	55,000	65,000
Director of Computer & Design	45,000	55,000	65,000
IT Manager	35,000	45,000	55,000
Marketing Manager	35,000	45,000	55,000
Marketing Assistant	25,000	35,000	45,000
Director of Finance & Administration	45,000	55,000	65,000
Finance Manager	35,000	45,000	55,000
Event Manager	35,000	45,000	55,000
Sports Coordinator	25,000	35,000	40,000
Public Relations/Media Manager	35,000	45,000	55,000
P/R Coordinator	25,000	35,000	45,000
Membership & Special Events Coordinator	25,000	35,000	45,000
Data Base & Website Coordinator	25,000	35,000	45,000
Finance/Office-Assistant	25,000	35,000	40,000
Marketing/Admin. Assistant	25,000	35,000	40,000
Admin Asst/Exec Dir	25,000	30,000	35,000

EXHIBIT H ORGANIZATION CHART

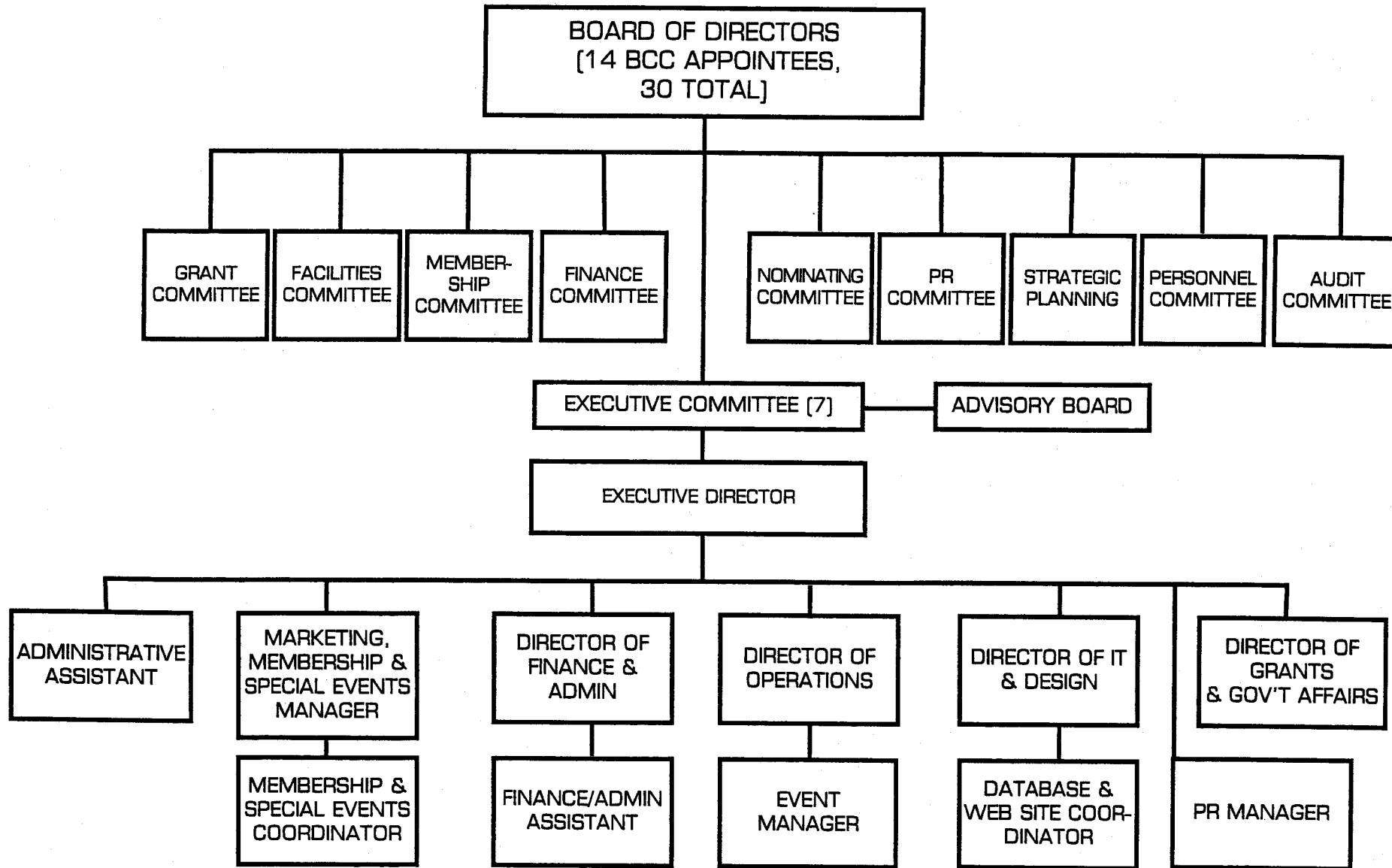


EXHIBIT I CONFLICT OF INTEREST POLICY

PURPOSE-The purpose of the conflict of interest policy is to protect the Palm Beach County Sports Commission's (PBCSC), interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, member of the board of directors, committee members or an employee of the PBCSC or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SUBSTANTIVE CONFLICT-No board member shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction or professional activities, or incur any obligation of any nature which is in substantial conflict with the proper discharge of duties as a board member.

PROVISIONS RELATED TO CONFLICT OF INTEREST-To implement this policy, members are directed to:

1. be governed by the applicable provisions of state and local law;
2. not accept any gift, favor or service that might reasonably tend to improperly influence the discharge of official duties;
3. make known by written or oral disclosure, on the record at a meeting, any interest which the member has in any pending matter before that board, before any deliberation on that matter;
4. abstain from using membership on the board to secure special privileges or exemptions;
5. refrain from engaging in any business or professional activity which might reasonably be expected to require disclosure of information acquired by membership on the board not available to members of the general public, and to refrain from using such information for personal gain or benefit;
6. refrain from accepting employment which might impair independent judgment in the performance of responsibilities as a member of the board; and
7. refrain from participation in any matter in which the member has a personal investment which will create a substantial conflict between private and public interests.

ACTIONS

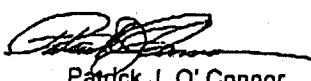
1. Willful violation of this section which affects a vote of a board member shall render that action voidable by the Board of County Commissioners.
2. Willful violation of this section which affects committee members, officers elected members of the board may result in removal from the board, committee or PBCSC employment.

ACORD <small>TM.</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/15/2007
PRODUCER Phone: (317) 634-4400 Fax: (317) 972-7142 CITY SECURITIES CORP P.O. BOX 44992 INDIANAPOLIS IN 46244-0992		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		INSURERS AFFORDING COVERAGE
PALM BEACH COUNTY SPORTS COMMISSION & PALM BEACH COUNTY SPORTS INSTITUTE 1555 PALM BEACH LAKES BLVD #1410 WEST PALM BEACH FL 33401		INSURER A: Capitol Specialty Insurance Corporation
		INSURER B: Capitol Specialty Insurance Corporation
		INSURER C:
		INSURER D:
		INSURER E:
COVERAGES		NAIC #

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	CS00217967 30172	05/08/07	05/08/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000	
A		AUTOMOBILE LIABILITY	CS00217967 30172	05/08/07	05/08/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OTHER THAN EA ACC <input type="checkbox"/> AUTO ONLY: AGG					\$
B		EXCESS / UMBRELLA LIABILITY	CS00217971 30172	05/08/07	05/08/08	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 0				AGGREGATE \$ 2,000,000	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WE STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		OTHER:				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF THE NAMED INSURED DURING THE POLICY PERIOD.
 "CORRECTED" CERTIFICATE

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 301 NORTH OLIVE AVENUE WEST PALM BEACH, FL 33401 Attention:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  Patrick J. O'Connor
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NAMED INSURED: Palm Beach County Sports Commission

POLICY NUMBER: CCP 0036849 09

COMMERCIAL CRIME
CR 20 01 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE (DISCOVERY FORM)

This endorsement modifies insurance provided under the Discovery Form version of the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

Change No: 1
 Date of Issue: 02/02/07
 Effective Date of Change: 12:01 A.M. 12/22/06

A. Schedule*

- 1. The Named Insured is changed to:
- 2. The following Insured(s) is added as a Named Insured:
- 3. The following Insured(s) is deleted as a Named Insured:
- 4. The Mailing Address is changed to:
- 5. The Policy Period is: extended to _____ reduced to _____
- 6. The following Insuring Agreement(s) is:
 - Added to the Coverage Form/Policy
 - Deleted from the Coverage Form/Policy
 - Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)

Insuring Agreement	Limit Of Insurance	Deductible Amount
1. _____	\$ 500,000.00	\$ 5,000.00
2. _____	\$ 500,000.00	\$ 5,000.00
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

- 7. The following Endorsement(s) is:
 - Added to the Coverage Form/Policy
 - Deleted from the Coverage Form/Policy
 - Changed as respects the Limit(s) of Insurance

Endorsement	Limit Of Insurance
_____	\$ _____
_____	_____
_____	_____

AGENTS COPY

RECEIVED
 MAR 01 2007
 BY: _____
 Page 1 of 2
 Uniform

SEP-24-2007 10:18AM FROM-

T-188 P.004/005 F-508



COMMERCIAL CRIME POLICY DECLARATIONS

Administrative Office
1400 American Lane
Schaumburg, IL 60196

This policy issued by: Fidelity and Deposit Company of Maryland Policy No. CCP 0036849 09
 Colonial American Casualty and Surety Company
(a stock insurance company)

Named Insured and Mailing Address
PALM BEACH COUNTY SPORTS COMMISSION
1555 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FL 33401

Producer Name and Address:
PLASTRIDGE AGENCY, INC.
820 NE 6TH AVENUE
DELRAY BEACH, FL 33483

Policy Period: From 12/22/06 to 12/22/07 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLE

INSURING AGREEMENTS

- | INSURING AGREEMENTS | LIMIT OF INSURANCE
Per Occurrence | DEDUCTIBLE AMOUNT
Per Occurrence |
|---|--------------------------------------|-------------------------------------|
| 1. Employee Theft | \$ 100,000.00 | \$ 500.00 |
| 2. Forgery Or Alteration | 100,000.00 | 500.00 |
| 3. Inside The Premises - Theft of Money and Securities | Not Covered | |
| 4. Inside The Premises - Robbery Or Safe Burglary Of Other Property | Not Covered | |
| 5. Outside The Premises | Not Covered | |
| 6. Computer Fraud | Not Covered | |
| 7. Funds Transfer Fraud | Not Covered | |
| 8. Money Orders And Counterfeit Paper Currency | Not Covered | |

LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
\$ 100,000.00	\$ 500.00
100,000.00	500.00
Not Covered	
Not Covered	
Not Covered	
Not Covered	
Not Covered	
Not Covered	
Not Covered	
\$ _____	\$ _____
_____	_____
_____	_____

If Added By Endorsement, Insuring Agreement(s)

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

*Policy Premium is payable: \$ 500.00 at inception; \$ _____ 1st Anniversary; \$ _____ 2nd Anniversary

*Includes Taxes and/or Surcharges

ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

CR 0022 0506 CR 0206 0702 U-CR 109-A 0102

CANCELLATION OF PRIOR INSURANCE ISSUED BY US: By acceptance of this Policy you give us notice canceling prior policy or Bond Nos. CCP 0036849 08

the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED: 1 - 31 - 07
(Date)

By: Michael Battista
Authorized Representative

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page countersigned by a duly authorized representative of the Company.

Attest [Signature]
Secretary

By Thomas A. Bradley
President

Technology Insurance Company

A Stock Insurance Company
 5800 Lombardo Center
 Cleveland OH 44131-2550

WORKERS COMPENSATION
 AND EMPLOYERS LIABILITY
 INSURANCE POLICY

WC 00 00 01 A
 1 of 4
 INFORMATION PAGE

<p>1. Insured:</p> <p>Palm Beach County Sports Commission 1555 Palm Beach Lakes Blvd #4 West Palm Beach FL 33401</p> <p>Other workplaces not shown above: See Extension of Information Page</p> <p>Producer: AmTrust North America, Inc. c/o PARAGON RISK MANAGEMENT INC P. O. BOX 119 LUTZ FL 33548</p>	<p>Policy Number: TWC3137979</p> <p>Federal Tax ID: 650263296 Board File Number: Renewal of: TWC3108228 Entity: Corporation Interim Adjustment: Annual</p> <p>Ncci Code: 39071 SIC Code: 7338</p>
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2. The policy period is from **7/12/2007 to 7/12/2008** 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **Florida**

B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
FL	\$ 500,000 each accident	\$ 500,000 policy limit	\$ 500,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 All states except ND, OH, WA, WV, WY and State(s) Designated in Item 3A.

D. This policy includes these endorsements and schedules:
 WC 00 00 00A, WC 00 00 01A, WC 00 04 04, WC 00 04 14, WC 00 04 19, WC 09 03 03, WC 09 04 02, WC 09 04 03, WC 09 06 06

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Schedule of Premiums attached

TOTAL ESTIMATED ANNUAL PREMIUM	4,185
STATE ASSESSMENT	0
TOTAL ESTIMATED COST	4,185
Minimum Premium	326
Deposit Premium	1,049

Issue Date: 5/8/2007

Countersigned by: _____
 Authorized Representative

TRAFFIC REPORT
PALM BEACH INTERNATIONAL AIRPORT
AIRLINE PERCENTAGE OF MARKET
AUGUST 2007

	2007/Aug		12 Months Ended August 2007	
	Enplaned Passengers	Market Share	Enplaned Passengers	Market Share
Total Enplaned Passengers	<u>246,300</u>	<u>100.00%</u>	<u>3,496,231</u>	<u>100.00%</u>
Delta Air Lines, Inc.	59,302	24.08%	757,701	21.67%
Southwest Airlines Company	39,848	16.18%	419,860	12.01%
JetBlue Airways Corporation	37,545	15.24%	601,116	17.19%
US Airways, Inc.	35,947	14.59%	575,348	16.46%
Continental Airlines, Inc.	33,855	13.75%	469,280	13.42%
AirTran Airways, Inc.	14,633	5.94%	199,695	5.71%
American Airlines	7,799	3.17%	162,880	4.66%
United Airlines, Inc.	4,585	1.86%	84,859	2.43%
Northwest Airlines, Inc.	4,396	1.78%	60,362	1.73%
Gulfstream Int'l. Airlines, Inc.	3,555	1.44%	45,855	1.31%
Comair, Inc.	3,370	1.37%	37,427	1.07%
Bahamasair Holdings Limited	1,232	0.50%	10,779	0.31%
Gold Transportation	219	0.09%	1,004	0.03%
Chalk's International Airlines	14	0.01%	559	0.02%
Spirit Airlines, Inc	0	0.00%	37,942	1.09%
Air Canada	0	0.00%	22,511	0.64%
Westjet	0	0.00%	8,613	0.25%
Atlantic Southeast Airlines	0	0.00%	440	0.01%