

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2008

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: Resolution authorizing the County Administrator or designee to execute standard sponsorship agreements for the provision of benefits to a sponsor when an event or program is hosted by the Parks and Recreation Department.

Summary: The Palm Beach County Parks and Recreation Department (Department) established policies and procedures (PPM) to allow the solicitation of private donations or sponsorships as a means of generating funds for improving or expanding recreation based programs and services offered to the public with the least amount of financial impact to its citizens. Upon receipt of a donation or sponsorship, the donor or sponsor shall receive benefits, as listed in the PPM. These benefits may be amended from time to time. The size and cost of the event will determine the amount of sponsorship fees the Department will accept and the type of sponsorship benefits available. Due to the frequency of sponsorships, staff is recommending that the Board of County Commissioners (BCC) approve a resolution which delegates authority to the County Administrator or designee to execute standard sponsorship agreements. Countywide (AH)

Background and Justification: The Department customarily budgets operating funds to host a variety of leisure activities, including but not limited to sports leagues, equestrian events, special events, after-school activities, leisure programming and nature-based programming. Although the Department seeks donations to supplement these events, area businesses often desire a reciprocal relationship. In response to developing a reciprocal relationship with area businesses, the Department established a Donations/Sponsorship PPM. This PPM dictates procedures for the acceptance of donations and sponsorships from the public for Palm Beach County Parks and Recreation purposes, wherein the sponsor provides cash and/or in-kind services to the Department in return for access to commercial and/or marketing potential through a sponsorship agreement. The agreement allows the sponsor to receive benefits, as listed in the PPM, proportionate to the size and cost of the event. The size and cost of the event will determine the amount of sponsorship fees accepted by the Department. Procedures are in place to guarantee full and equitable participation for all potential sponsors and donors.

(continued)

Attachments:

- 1) Resolution
- 2) Standard Sponsorship Agreement
- 3) Departmental Policies and Procedure (PPM DOF-009)

Recommended by: _____

Department Director

2/19/08
Date

Approved by: _____

Assistant County Administrator

3/4/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Program N/A

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: Smith/mat

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Budgeted reserves will only be expended after revenues are received.

Atwillwhite 5.28.08
OFMB 2/26/08 SK 2/26/08 CN 2/26/08

Jim J. Jacoby 2/29/08
Contract Development and Control 2/29/08

B. Legal Sufficiency:

Anne Delgant 3/3/08
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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

It is expected that staff will seek over 75 sponsorships annually with 90% of the sponsorship agreements being negotiated for \$50,000 or less. Due to the expected number of agreements and the time frame necessary to bring matters before the BCC, staff is recommending that the BCC approve a Resolution which delegates authority to the County Administrator or his designee to execute sponsorship agreements. Additionally, the Resolution and Departmental PPM establish procedures for the Director or Assistant Director of the Department to approve all sponsorship agreements in an amount not-to-exceed \$10,000; the County Administrator to approve sponsorship agreements from \$10,001 up to \$50,000; and BCC approval when a sponsorship agreement exceeds \$50,000.

RESOLUTION NO. R-2008-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE
COUNTY ADIMINSTRATOR OR DESIGNEE TO EXECUTE A
SPONSORSHIP FORM AGREEMENT ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Board of County Commissioners ("BCC"), through its Parks and Recreation Department ("Parks"), hosts recreation programs and special events at County owned facilities; and

WHEREAS, Parks has a departmental policy relating to the acceptance of donations and sponsorships from the public for Palm Beach County Parks and Recreation purposes; and

WHEREAS, upon receipt of a sponsorship, Parks may enter into a sponsorship agreement which allows the sponsor access to commercial and/or marketing potential associated with a specific recreation program or special event hosted by Parks; and

WHEREAS, the BCC desires to provide a mechanism by which Parks can enter into sponsorship agreements, without requiring such items to be brought before the BCC for approval; and

WHEREAS, Parks utilizes certain standard form documents in the conduct of its business; and

WHEREAS, the delegation to the County Administrator or his designee the authority to execute sponsorship agreements would eliminate the delays caused by requiring such items to be brought before the BCC for approval and would therefore be consistent with the goal of the BCC to streamline the agenda process; and

WHEREAS, the BCC desires to authorize the County Administrator or his designee to execute sponsorship agreements on behalf of the BCC for sponsorship benefit appropriations based on the size and cost of the recreation program or special events hosted by Parks; and

WHEREAS, execution of sponsorship agreements does not constitute a policy-making decision and is ministerial function which the BCC wishes to delegate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The BCC hereby adopts a standard form agreement in the form attached hereto and incorporated herein as Attachment "A-1".
3. The BCC hereby authorizes the County Administrator or his designee to execute the sponsorship form agreement on behalf of the BCC.
4. It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material

deviation from the approved standard terms and conditions of the sponsorship form agreements, then the approval of the BCC shall be required. The County Administrator's designee for purposes of this Resolution shall include the Director and Assistant Director of the Parks and Recreation Department.

5. Sponsorship form agreements in an amount not-to-exceed \$10,000 and below may be approved by the Director or Assistant Director of Parks and Recreation Department. Sponsorship form agreements in an amount of \$10,001 up to \$50,000 must be approved by the County Administrator. Sponsorship form agreements in an amount of \$50,001 and above must be approved by the BCC.
6. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Resolution.
7. This Resolution shall become effective immediately upon adoption by the BCC.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Addie L. Greene, Chairperson	-
Commissioner John F. Koons, Vice Chair	-
Commissioner Karen T. Marcus	-
Commissioner Robert J. Kanjian	-
Commissioner Mary McCarty	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2008.

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

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

AGREEMENT BETWEEN PALM BEACH COUNTY
AND _____
FOR A SPONSORSHIP AGREEMENT
AT THE _____

This Agreement is made as of the ____ day of _____, 20 ____, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and _____ (an individual, a corporation authorized to do business in the State of Florida) herein after referred to as the "Sponsor", both being referred to collectively as the "parties".

WHEREAS, County owns and operates _____, hereinafter referred to as the "Venue"; and

WHEREAS, County is hosting _____, on _____ (hereinafter the "Event") at the Venue; and

WHEREAS, County desires to expand its services offered to the public with the least amount of financial impact to its citizens; and

WHEREAS, County established a sponsorship program, which earns revenue from commercial advertising through Sponsors who receive sponsorship benefit appropriations based on the size and cost of the Event; and

WHEREAS, County desires to generate revenue at the Venue by allowing Sponsor to become a _____ sponsor for the Event; and

WHEREAS, Sponsor desires to Sponsor the Event as a _____ Sponsor and receive sponsorship benefits in accordance with this Agreement; and

WHEREAS, generating revenue at the Venue serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

The term of this Agreement shall commence on _____, 20 ____ and shall terminate on _____, 20 ____.

Section 3. Payment.

The total amount to be paid by Sponsor to the County under this Agreement shall be _____ (\$ _____). Sponsor shall make full payment to County within ten (10) days of execution of this Agreement. Failure by Sponsor to make full payment of _____ (\$ _____) within the specified time frame may result in termination of this Agreement by County. Payment shall be mailed to _____.

AND/OR

Sponsor shall provide _____ of in-kind services to the County by _____. Such services shall be provided in accordance with this Agreement and as more particularly described in Exhibit "____", attached hereto and incorporated herein by reference. *(Use if Sponsor is providing in-kind services to the County)*

Section 4. Sponsorship Benefits.

- A. Sponsor shall be considered a _____ Sponsor during the Event, which means _____.
- B. The Sponsorship benefits Sponsor shall receive for sponsoring the Event shall be _____, as more particularly described in Exhibit "_____".
- C. County shall provide space for Sponsor to display a _____ (size) banner at the Venue during the Event. The banner shall be displayed from _____ (a.m./p.m.) to _____ (a.m./p.m.) on _____. *(Use if Sponsor is displaying a banner)*
- D. Sponsor may include its logo on _____, for advertising during the Event, and as more particularly described in Exhibit "_____". *How many times will the logo be displayed? How big will the logo be?*
- E. Sponsor shall receive _____ tickets for the Event. The tickets shall be available for pickup at _____. OR Sponsor shall receive _____ tickets for the Event at a discounted rate of _____. The tickets shall be available for pickup at _____. *(Use if Sponsor is receiving tickets for the show.)*
- F. *(Include only if Sponsor is passing out materials during the Event):* County shall provide space, as more specifically described in Exhibit "____", attached hereto and incorporated herein by reference ("Space"), at the Venue, for Sponsor to set up a booth to pass out material during the Event. Sponsor may set up the booth beginning _____ (a.m./p.m.) on _____, and must close the booth and remove all equipment from the Space, and restore the Space to at least its original condition by _____ (a.m./p.m.) on _____.

Section 5. Sponsorship Standards/Criteria.

- A. The banner/logo/advertising material shall be limited to speech which proposes a commercial transaction. Speech that proposes a commercial transaction is speech that promotes a

commercial service or product, as opposed to an idea.

- B. Logos, advertisements or a manner of presentation which negatively impact the County, promote a product, service, or activity offensive to the general public, or which negatively impact, disrupt, intrude upon or interfere in any manner, with the efficient and cost effective operation and administration of the County, or any other advertising the County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from long term commercial advertisements at the Venue are not permitted.
- C. Sponsor may not pursue advertisements or logos that:
 - 1. include false, misleading or deceptive statements or material;
 - 2. relates to an illegal activity;
 - 3. include explicit sexual material, obscene material, or material harmful to minors;
 - 4. advertises tobacco;
 - 5. includes language that is obscene, vulgar, profane or scatological;
 - 6. relates to instruments, devices, items, projects, or paraphernalia that are designed for use in connection with specific sexual activities;
 - 7. depicts violence and/or anti-social behavior.
- D. By approving Sponsor's banner/logo/material/advertising, County is in no way establishing or promoting Sponsor's view as the County's.
- E. During the Event, County may prohibit Sponsor from displaying or passing out material County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from long term commercial advertisements at the Venue. County shall not be liable for any damage in connection therewith.
- F. *(Use only if a banner is being displayed at the event)* County shall determine, in its sole discretion, whether the banner is in a displayable condition.
- G. *(Use only if a banner is being displayed at the event)* Regardless of cause, Sponsor shall, at its sole cost and expense, replace the banner when County has notified Sponsor the banner is no longer in a displayable condition.

Section 6. Sponsor's Responsibilities.

- A. At least ____ days prior to the Event, Sponsor shall submit all full advertising designs/logos/material to County for review and approval. If County determines the advertisement/logo/ material does not comply with County's advertising standards, the Sponsor shall submit another sample to County until approval is granted. Any advertising/ logo/material previously approved, which may subsequently be considered objectionable by County shall no longer be eligible for display. The County shall not be liable for any damages in connection therewith.
- B. *(Include only if Sponsor is passing out material during the Event)* Sponsor shall provide all equipment Sponsor needs to set up its booth and pass out its material at the Space.

Section 7. County's Responsibilities.

- A. County shall determine, in County's sole discretion, where the *banner/logo/advertising material* will be displayed in the Venue, the size of Sponsor's logo and where the logo will be displayed on the advertising material for the Event.
- B. County shall be responsible for hanging and removing the banner before and after the Event. County shall not be liable for any damage that may occur to the banner while hanging or removing the banner, or while the banner is displayed during the Event. *(Use only if Sponsor is hanging a banner at the Event.)*
- C. *(Include only if Sponsor is passing out material during the Event and County is providing equipment to Sponsor to set up the booth)* County shall provide _____ ("Equipment"), to Sponsor for Sponsor's use to pass out material at a booth in the Space. Sponsor shall return all Equipment to County in at least its original condition. Sponsor shall be liable for any damage that occurs to the Equipment.
- D. Upon expiration or termination of this Agreement, the banner shall be returned to Sponsor. *(Use only if a banner is being displayed at the Event)*

Section 8. Termination

This Agreement may be terminated by Sponsor upon sixty (60) days prior written notice to the County's representative in the event of substantial failure by County to perform in accordance with the terms of this Agreement through no fault of the Sponsor. It may also be terminated, in whole or in part, by County, with or without cause, immediately upon five (5) days written notice to the Sponsor.

Section 9. Indemnification.

Sponsor shall protect, defend, reimburse, indemnify and hold County its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 10. Remedies.

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 11. Insurance.

County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit "___". Contractor shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 12. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 13. Notice.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service.

If sent to the County, notices shall be addressed to:

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. Suite 601
West Palm Beach , Florida 33401

If sent to the Sponsor, notices shall be addressed to:

Section 14. Independent Contractor Relationship.

Sponsor, is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of County. The Sponsor does not have the power or authority to bind the County in any promise, agreement or representation.

Section 15. Entirety of Contractual Agreement.

The County and Sponsor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY WITNESS

PALM BEACH COUNTY

Signature

Department Director/Designee

Name (type or print)

Name (type or print)

SPONSOR WITNESS

SPONSOR

Signature

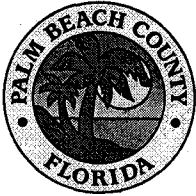
Signature

Name (type or print)

Name (type or print)

Approved as to Form and
Legal Sufficiency

By: _____
Assistant County Attorney



POLICIES & PROCEDURES

PARKS AND RECREATION DEPARTMENT

TO: ALL PARKS AND RECREATION DEPARTMENT PERSONNEL	SECTION: FINANCE & BUDGET
APPROVED: DENNIS L. ESHLEMAN, DIRECTOR	SUBJECT: DONATIONS/SPONSORSHIPS

PURPOSE: To establish the policies and procedures relating to the acceptance of donations and solicitation of sponsorships from the public for Palm Beach County Parks and Recreation Department (the "Department") sponsored events, programs or activities. Sponsorships will be sought to supplement or expand the services offered to the public with the least amount of financial impact to its citizens.

AUTHORITY: CW-F-037-Donations Policy
Palm Beach County Administrative Code Section 306.04
Palm Beach County Municipal Code Section 21-36
Florida Statutes, Section 218.33
Florida Statutes, Chapter 274

POLICY:

The Department shall seek sponsorships and donations that further its mission by providing monetary or in-kind support for Department sponsored programs or services. Private donations or sponsorships of Department activities are secured as a means to generate funds for improving or expanding recreation based programs or services with the least amount of financial impact to its citizens. Sponsorships and donations shall be linked to specific Parks and Recreation Department activities, events, programs or publications.

Sponsorship and donation solicitation shall be conducted in such a manner that affords all potential sponsors and donors fair and equitable participation opportunities. Sponsorship benefit appropriations shall be categorically equitable and available to all persons interested in doing sponsorship business with the Department.

The Department will neither seek nor accept sponsorships or donations from companies that manufacture products or take positions inconsistent with local, state or federal law or County policies, ordinances, resolutions or positions. The acceptance of a sponsorship or donation shall not constitute an endorsement of the product, organization or service.

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The Department reserves the right to determine and prohibit sponsorships which are deemed inappropriate or inconsistent with the business of the Department or County. The Department will define the conditions upon which a sponsorship message may be placed on property or displayed in publications, and reserves the right of full editorial control over the placement, content, appearance, and wording of any sponsorship message.

DEFINITIONS:

Donation: A contribution made to the Department without expectation of a return or recognition. A donation may consist of real property, tangible personal property, cash, checks, money orders, stocks, bonds, and other intangibles.

In-Kind Donation/Sponsorship: A contribution received in the form of goods, services and/or advertising from a media outlet rather than cash or real property, which would serve a useful purpose in the provision of Department services. Examples of in-kind contributions may include equipment, goods, radio advertisements, services, or materials. County PPM CW-F-037 explains the proper procedures for receipt of In-Kind Donations.

Sponsorship: A mutually beneficial business arrangement between the Department and an individual, corporation, organization or government entity, wherein cash and/or in-kind services are provided to the Department in return for access to commercial and/or marketing potential associated with a specific Department service, project, event, facility, and/or activity.

Sponsorship Agreement: A contractual agreement that reflects a business arrangement for the exchange of commercial and/or marketing benefits between the Department and an individual, corporation, organization or government entity for a specified period of time.

Restricted Donation: Donations for a specific purpose and/or specific instructions.

Unrestricted Donation: Donations in which there is no limitation on its use.

I. SOLICITED DONATIONS/SPONSORSHIPS

PROCEDURE:

1. In order to guarantee full and equitable participation of all potential sponsors, sponsorship availability shall be listed on the Department's web page at www.pbcparks.com.
2. Department employees conducting solicitations are to maintain records of each solicitation contact including letters, e-mails, and records of telephone calls.
3. Immediately following the acceptance of a donation or sponsorship, the original Letter of Appreciation (Attachment A) signed by the Division Head or designee must be sent to the donor/sponsor.

- a. **Restricted donation letter:** The Letter of Appreciation acknowledging a restricted donation

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- shall specifically identify the use or purpose for which the donation was made.
- b. Unrestricted donation letter: The Letter of Appreciation acknowledging an unrestricted donation shall reference the donation in a general manner.
 - c. Sponsorship letter: The Letter of Appreciation acknowledging a sponsorship shall specifically identify the purpose for which the sponsorship was made.
4. Forward all monetary donations and sponsorships to the Director of the Parks Financial and Support Services Division with the following:
 - a. Copy of all written communications regarding the solicitation and donation, including letters and e-mails.
 - b. Copy of the completed Letter of Appreciation.

Note: Check or money order shall be made payable to the "Palm Beach County Board of County Commissioners."

II. UNSOLICITED DONATIONS/SPONSORSHIPS

1. If an unsolicited donation or sponsorship is received and accepted by the Department, the original Letter of Appreciation signed by the Division Head or designee must be sent to the donor/sponsor. (Follow guidelines in Section I, Solicited Donations/Sponsorships section for Letter of Appreciation.)
2. Forward all unsolicited monetary donations and sponsorships to the Director of the Parks Financial and Support Services Division with a copy of the completed Letter of Appreciation.

Note: Check or money order shall be made payable to the "Palm Beach County Board of County Commissioners."

PROCEDURE:

The appropriate Division Director must approve all solicitation and negotiation efforts for sponsorships and donations. In most instances, an employee/section/division's intention to seek a sponsorship or donation shall be submitted to the Division Director in memo form a minimum of three (3) months prior to an event, program, service or activity. It is the responsibility of the Division Director to ensure the appropriate approval process has been completed prior to negotiating the Sponsorship Agreement (Attachment B).

Event or program components dictate the total cost and/or the amount of sponsorships and donations needed, and are defined as a part of an event profile (Attachment C). The size and cost of the event, program, activity or service will determine the amount of sponsorship fees the Department will accept and the type of sponsorship benefits available. Sponsorship benefits are established in concurrence the total value of the event or program. In most instances, sponsorships are categorized as follows:

Presenting sponsor: largest sponsor or sole sponsor

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- Official sponsor: the only company to have a particular product represented or sold at the event/program (Pepsi Cola, official soft drink sponsor)
- Co-sponsor: two companies who give the same amount of money to share in the presenting sponsor role
- Title sponsor: sponsor of a particular/specific event element (Publix pays an amount equivalent to the cost of fireworks- Publix Fireworks Display)
- Sponsor: a sponsor who provides modest dollar amounts toward an event
- Media partner: an in-kind donation from any media outlet

Sponsorship benefits are proportionally distributed relative to the ratio between the pledged sponsorship and the total cost of the event or program. In most instances, the benefit desired by potential sponsors is access to the business potential associated with the event or program. Business potential may include, but is not limited to, media exposure, marketing/co-marketing opportunities, merchandising opportunities, signage, exclusivity opportunities and hospitality benefits. A list of possible sponsorship benefits can be found in Attachment D. The list includes, but is not limited to; possible benefits desired by a potential sponsor and may be amended from time to time. The Division Director or designee shall assume responsibility for ensuring an appropriate ratio is negotiated between the pledged sponsorship and sponsorship benefit.

SPONSORSHIP AGREEMENTS:

Sponsorship Agreements shall be negotiated in good faith and represent the County and Department in a professional manner. Event, activity, program, and/or venue appropriateness shall be considered when negotiating a Sponsorship Agreement. Sponsorship Agreements projected to generate:

- Up to \$10,000 shall be approved by the Department Director or Assistant Director
- \$10,001 - \$50,000 shall be approved by the County Administrator
- Over \$50,000 shall require approval from the Board of County Commissioners

Sponsorships and donations will neither be solicited nor accepted from companies, industries, agencies or organizations whose operation/purpose consists of:

- Promotion of issues, candidates, campaigns, or organizations of a social, political or religious nature;
- Promotion in any form of illegal drugs, drug use, paraphernalia or glorification of such products, activities or materials;
- Promotion of tobacco products or activities associated with tobacco products;
- Promotion of nudity, semi-nudity, profanity, lewdness or characterizations of such including products, activities or materials;
- Promotion of the use or sale of firearms, or other weapons or the depiction, suggestion or glorification of violence or acts of a violent nature; or
- Promotion of products which negatively impact the County.

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Utilizing the approved Sponsorship Agreement, the Department designee will negotiate:

1. The size, space, and duration of marketing materials to be displayed at any given event/venue;
2. Permissible use of sponsorship funds or conditions under which an in-kind donation is utilized or incorporated into an event, program, activity or service; and
3. The advertisement, marketing language and/or the manner of presentation shall not negatively impact the County, promote a product, service, or activity which is offensive to the general public, or which will negatively impact, disrupt, intrude upon or interfere in any manner, with the efficient and cost effective operation and administration of the County. Such advertisement, marketing language and/or manner of presentation shall not include the information mentioned in section II of this PPM or
 - a. False, misleading or deceptive statements or materials;
 - b. Relate to an illegal activity;
 - c. Include explicit sexual material, obscene material or material harmful to minors;
 - d. Advertise tobacco products;
 - e. Include language that is obscene, vulgar, or profane;
 - f. Relate to instruments, devises, items, projects or paraphernalia that are designed for use in connection with specific sexual activities; and
 - g. Depict violence and/or anti-social behavior.

ATTACHMENTS

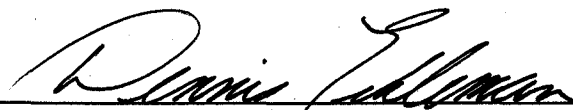
Attachment A: Letter of Appreciation

Attachment B: Sponsorship Agreement

Attachment C: Event Profile

Attachment D: Possible Sponsorship Benefits

APPROVED:


Dennis Eshleman, Director Parks and Recreation Department

Supersession History:

1. DOF-009 re-issued and revised 06-11-07
2. DOF-009 rescinded 04-27-06
3. DOF-009 original issued 04-01-97

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March 11, 2008

Mr. & Mrs. Anybody
1234 Any Street
Anywhere, USA

Dear Mr.& Mrs. Anybody:

On behalf of the Palm Beach County Parks and Recreation Department, thank you for your generous donation/sponsorship of \$_____ on _____. Your donation/sponsorship will be used for _____ and is greatly appreciated.

Sincerely,

Jane Doe, Job Title
Palm Beach County Parks and Recreation Department

cc: Director of the Parks Financial and Support Services Division

For Internal Use Only:

AGREEMENT BETWEEN PALM BEACH COUNTY
AND _____
FOR A SPONSORSHIP AGREEMENT
AT THE _____

This Agreement is made as of the ____ day of _____, 20____, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and _____ (an individual, a corporation authorized to do business in the State of Florida) herein after referred to as the "Sponsor", both being referred to collectively as the "parties".

WHEREAS, County owns and operates _____, hereinafter referred to as the "Venue"; and

WHEREAS, County is hosting _____, on _____ (hereinafter the "Event") at the Venue; and

WHEREAS, County desires to expand its services offered to the public with the least amount of financial impact to its citizens; and

WHEREAS, County established a sponsorship program, which earns revenue from commercial advertising through Sponsors who receive sponsorship benefit appropriations based on the size and cost of the Event; and

WHEREAS, County desires to generate revenue at the Venue by allowing Sponsor to become a _____ sponsor for the Event; and

WHEREAS, Sponsor desires to Sponsor the Event as a _____ Sponsor and receive sponsorship benefits in accordance with this Agreement; and

WHEREAS, generating revenue at the Venue serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

| The term of this Agreement shall commence on _____, 20____ and shall terminate on _____, 20____.

Section 3. Payment.

The total amount to be paid by Sponsor to the County under this Agreement shall be _____ (\$_____). Sponsor shall make full payment to County within ten (10) days of execution of this Agreement. Failure by Sponsor to make full payment of _____ (\$_____) within the specified time frame may result in termination of this Agreement by County. Payment shall be mailed to _____.

AND/OR

Sponsor shall provide _____ of in-kind services to the County by _____. Such services shall be provided in accordance with this Agreement and as more particularly described in Exhibit "____", attached hereto and incorporated herein by reference. *(Use if Sponsor is providing in-kind services to the County)*

Section 4. Sponsorship Benefits.

- A. Sponsor shall be considered a _____ Sponsor during the Event, which means _____.
- B. The Sponsorship benefits Sponsor shall receive for sponsoring the Event shall be _____, as more particularly described in Exhibit "_____".
- C. County shall provide space for Sponsor to display a _____ (size) banner at the Venue during the Event. The banner shall be displayed from _____ (a.m./p.m.) to _____ (a.m./p.m.) on _____. *(Use if Sponsor is displaying a banner)*
- D. Sponsor may include its logo on _____, for advertising during the Event, and as more particularly described in Exhibit "_____". *How many times will the logo be displayed? How big will the logo be?*
- E. Sponsor shall receive _____ tickets for the Event. The tickets shall available for pickup at _____. OR Sponsor shall receive _____ tickets for the Event at a discounted rate of _____. The tickets shall be available for pickup at _____. *(Use if Sponsor is receiving tickets for the show.)*
- F. *(Include only if Sponsor is passing out materials during the Event):* County shall provide space, as more specifically described in Exhibit "____", attached hereto and incorporated herein by reference ("Space"), at the Venue, for Sponsor to set up a booth to pass out material during the Event. Sponsor may set up the booth beginning _____ (a.m./p.m.) on _____, and must close the booth and remove all equipment from the Space, and restore the Space to at least its original condition by _____ (a.m./p.m.) on _____.

Section 5. Sponsorship Standards/Criteria.

- A. The banner/logo/advertising material shall be limited to speech which proposes a commercial

transaction. Speech that proposes a commercial transaction is speech that promotes a commercial service or product, as opposed to an idea.

- B. Logos, advertisements or a manner of presentation which negatively impact the County, promote a product, service, or activity offensive to the general public, or which negatively impact, disrupt, intrude upon or interfere in any manner, with the efficient and cost effective operation and administration of the County, or any other advertising the County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from long term commercial advertisements at the Venue are not permitted.
- C. Sponsor may not pursue advertisements or logos that:
 - 1. include false, misleading or deceptive statements or material;
 - 2. relates to an illegal activity;
 - 3. include explicit sexual material, obscene material, or material harmful to minors;
 - 4. advertises tobacco;
 - 5. includes language that is obscene, vulgar, profane or scatological;
 - 6. relates to instruments, devises, items, projects, or paraphernalia that are designed for use in connection with specific sexual activities;
 - 7. depicts violence and/or anti-social behavior.
- D. By approving Sponsor's banner/logo/material/advertising, County is in no way establishing or promoting Sponsor's view as the County's.
- E. During the Event, County may prohibit Sponsor from displaying or passing out material County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from long term commercial advertisements at the Venue. County shall not be liable for any damage in connection therewith.
- F. *(Use only if a banner is being displayed at the event)* County shall determine, in its sole discretion, whether the banner is in a displayable condition.
- G. *(Use only if a banner is being displayed at the event)* Regardless of cause, Sponsor shall, at its sole cost and expense, replace the banner when County has notified Sponsor the banner is no longer in a displayable condition.

Section 6. Sponsor's Responsibilities.

- A. At least ____ days prior to the Event, Sponsor shall submit all full advertising designs/logos/material to County for review and approval. If County determines the advertisement/logo/ material does not comply with County's advertising standards, the Sponsor shall submit another sample to County until approval is granted. Any advertising/logo/material previously approved, which may subsequently be considered objectionable by County shall no longer be eligible for display. The County shall not be liable for any damages in connection therewith.
- B. *(Include only if Sponsor is passing out material during the Event)* Sponsor shall provide all

equipment Sponsor needs to set up its booth and pass out its material at the Space.

Section 7. County's Responsibilities.

- A. County shall determine, in County's sole discretion, where the *banner/logo/advertising material* will be displayed in the Venue, the size of Sponsor's logo and where the logo will be displayed on the advertising material for the Event.
- B. County shall be responsible for hanging and removing the banner before and after the Event. County shall not be liable for any damage that may occur to the banner while hanging or removing the banner, or while the banner is displayed during the Event. *(Use only if Sponsor is hanging a banner at the Event.)*
- C. *(Include only if Sponsor is passing out material during the Event and County is providing equipment to Sponsor to set up the booth)* County shall provide _____ ("Equipment"), to Sponsor for Sponsor's use to pass out material at a booth in the Space. Sponsor shall return all Equipment to County in at least its original condition. Sponsor shall be liable for any damage that occurs to the Equipment.
- D. Upon expiration or termination of this Agreement, the banner shall be returned to Sponsor. *(Use only if a banner is being displayed at the Event)*

Section 8. Termination

This Agreement may be terminated by Sponsor upon sixty (60) days prior written notice to the County's representative in the event of substantial failure by County to perform in accordance with the terms of this Agreement through no fault of the Sponsor. It may also be terminated, in whole or in part, by County, with or without cause, immediately upon five (5) days written notice to the Sponsor.

Section 9. Indemnification.

Sponsor shall protect, defend, reimburse, indemnify and hold County its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 10. Remedies.

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 11. Insurance.

County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit “__”. Contractor shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 12. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 13. Notice.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service.

If sent to the County, notices shall be addressed to:

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. Suite 601
West Palm Beach , Florida 33401

If sent to the Sponsor, notices shall be addressed to:

Section 14. Independent Contractor Relationship.

Sponsor, is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of County. The Sponsor does not have the power or authority to bind the County in any promise, agreement or representation.

Section 15. Entirety of Contractual Agreement.

The County and Sponsor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY WITNESS

PALM BEACH COUNTY

Signature

Department Director/Designee

Name (type or print)

Name (type or print)

SPONSOR WITNESS

SPONSOR

Signature

Signature

Name (type or print)

Name (type or print)

Approved as to Form and
Legal Sufficiency

By: _____
Assistant County Attorney

Event Profile

Event Location:

Dates:

Times:

Audience:

Specific Activities:

Activity	Cost
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Expected Media OutletsValue

- ☐ Event ads
- ☐ Radio Advertising
- ☐ TV Advertising
- ☐ Mailing
- ☐ Posters
- ☐ Payroll Stuffers
- ☐ Internet
- ☐ Flyers
- ☐ On-site Banners
- ☐ Sampling Opportunities
- ☐ Logo on t-shirts/merchandise
- ☐ VIP passes/parking
- ☐ Booth/display area
- ☐ Billboards
- ☐ Other

Promotional Opportunities:Value

- ☐ Database development
- ☐ Product sales
- ☐ Contests/promotions
- ☐ Premium incentives
- ☐ Couponing/bounce backs
- ☐ Cross-promotions/sponsor partners

Possible Sponsorship Benefits

The benefits listed below may be amended from time to time to include reasonable future benefit opportunities.

- 2" squared logo on print media
- 2" squared logo on volunteer or participant shirts
- 2" squared logo on flyers and posters
- 1" squared logo on print media
- 1" squared logo on volunteer or participant shirts
- 1" squared logo on flyers and posters
- Company name or brand name on radio ads "brought to you by..."
- 5" logo on TV ads, lower right corner
- 4" logo on TV ads, lower right corner
- 6' x 4' banner, one location on site (provided by client)
- 6' x 4' banner, two locations on site (provided by client)
- 6' x 4' banner, three locations on site (provided by client)
- Sole stage banner (1 banner) during show
- On site 10' x 10' booth (supplied by client) for sampling, couponing, brand handout, printed material handout, survey taking, data base creating
- Pass through opportunities (Pepsi and Walgreens put \$1 off admission coupon hang tags on bottles in Walgreens)- clients responsible for creation and production of hang tags and placement
- 2" squared logo on printed tickets
- 2" squared logo printed on programs
- 1" squared logo on website
- On stage public announcement of company or brand name pre-event, post event
- 10 pre-event off premises signs 6' x 5' with 5" logo
- 1" squared logo on County newsletter advertising event
- One ¼ page company ad in County Newsletter prior to the event date
- 6' squared logo on movie screen pre-event start
- Barge on lake with product display (supplied by client)
- Vehicle on property with product display (supplied by client)
- Category exclusivity (no other sponsor in the same business)
- Recognition certificate (unframed)
- Entertaining opportunities for staff, clients, or suppliers (VIP parking passes, VIP tickets and seating in front of stage, VIP pre-event hospitality party-to include beer, wine, appetizers)
- Meet and greet pre- or post event with entertainment
- Verbal recognition via event announcements
- Company name or brand name on trophies or league awards
- 8' x 4' bus wrap banner on Parks and Recreation bus for given period of time