

6C-1

Agenda Item #:

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/22/2009 [] Consent [X] Regular [] Ordinance [] Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: PALM BEACH COUNTY SPORTS COMMISSION, INC.

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE: An amended and restated agreement (R2007-1625) with Palm Beach County Sports Commission, Inc. (the "PBCSC") for the provision of services under the County's Tourist Development Plan during the period of October 1, 2009 through September 30, 2010 in the amount of \$615,966 (Includes \$25,966 of rollover stimulus funds). This is the third year of a five year agreement.

Summary: The amended and restated agreement (A) updates for Fiscal Year 2010 Exhibit "A" - Annual Budget; Exhibit "E"- Performance Measures; Exhibit "G" - Salary Structure; Exhibit "H" - Organizational Chart; (B) make certain amendments of a technical nature to the body of the contract; (C) Under "Personnel" language was added to "include the Executive Director of the TDC and the County Administrator or his/her designee shall participate in the interview process for the PBCSC's selection of an Executive Director as voting members of any committee/task force appointed for such purposes." This will be the third year of the five year agreement. Contract changes have been reviewed and approved by the TDC. PBCSC will continue to administer Category G grants totaling \$292,500 (includes \$92,500 in rollover stimulus funds) for the County. In addition indirect cost and reserves of \$469,425 are included in the budget for a total of \$1,377,891. Countywide (MC)

Background and Justification: Under the current Agreement, the Sports Commission develops and implements an Annual Marketing Plan, promotes and assists with various sporting events and administers the Category "G" grants. All expenditures by the PBCSC under the Contract must be made in accordance with an Operating Budget included as Exhibit "A" to the Contract, from funds appropriated annually by the County. On June 2nd 2009 the Palm Beach County Board of County Commissioners approved stimulus funding in the amount of \$147,300 for marketing and advertising of which \$25,966 is estimated to be rolled over onto the PBCSC's budget. Category G grants will rollover stimulus funds of \$92,500. The amended and restated agreement adopts a new Exhibit "A", as well as a new Exhibit "E", "Performance Measures", to apply during Fiscal Year 2010. The amended and restated agreement adds under the Annual Business and Marketing Plan that PBCSC shall be permitted to administer events such as the Lou Groza Collegiate Place-Kicker Award, the Kids Fitness Festival of the Palm Beaches, and the Palm Beach County Hall of Fame, provided such events or programs are financially supported by private sources. The amended and restated agreement also includes revisions to Exhibit "G" (Salary Structure) to better represent current rates of pay, and to Exhibit "H" (Organizational Chart) to conform to the PBCSC's budget for FY2010.

Attachments: Amended and restated contract and exhibits

Recommended by: [Signature] Date 9/16/09 Department Director

Approved By: [Signature] Date 9/15/09 Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 615,966	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	_____	_____	_____	_____	_____
	\$ 615,966	tbd	tbd	tbd	tbd
NET FISCAL IMPACT	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>

ADDITIONAL FTE

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


Is Item Included In ^{Proposed} Current Budget? Yes X No.

1457	710	7423	3401	\$25,966
1457	710	7423	8201	\$92,500

Budget Account No.: Fund 1457 Dept 710 Unit 7331 Object 3401 \$590,000

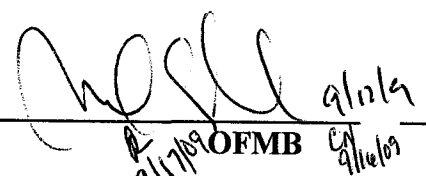
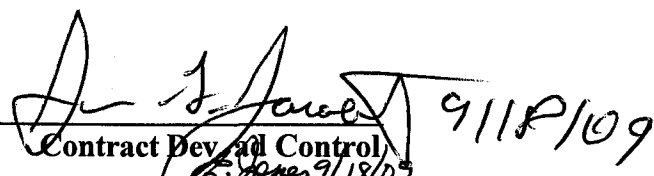
Reporting Category _____

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:
 9/16/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 9/17/09 OFMB 9/16/09  9/18/09 Contract Dev and Control 9/18/09

B. Approved as to form and Legal Sufficiency:


 Assistant County Attorney

C. Approved as to Terms and Conditions:

 Department Director

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

AMENDED

AND

RESTATED

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 – Third year of Five Year Term

Contract Amount - \$1,032,374.

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- Exhibit H Organization Chart
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AMENDED AND RESTATED AGREEMENT

WITH PALM BEACH COUNTY SPORTS COMMISSION, INC.

THIS Amended and Restated AGREEMENT to that Agreement dated September 25, 2007, is made and entered into this ____ day of _____ 2009 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, on September 25, 2007, the County entered into a five (5) year Agreement (Original Agreement) with the PBCSC for the provision of such sports related programs and activities that promote Palm Beach County tourism; and

WHEREAS, the parties wish to make certain revisions to the Original Agreement, including the provision of a new budget for FY 10, as set forth herein in this Amended and

Restated Agreement.

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 parties, 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 including, but not limited to, The Lou Groza Collegiate Place Kicker Award, the Kids Fitness Festival of the Palm Beaches, and the Palm Beach County Sports Hall of Fame. 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's 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 TDC-funded agencies for any sport, sports group, franchise, company or individual who is interested in Palm Beach County as it relates to sports. All TDC funded agencies shall coordinate all sports related inquiries with the PBCSC for further action.

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 shall be subject to approval 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 liability for coordination of events, and under no circumstances, shall COUNTY be held liable 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. The Executive Director of the TDC shall serve as a voting member of the grants panel. 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. 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 in the business plan.

I. Personnel

PBCSC shall employ, subject to the availability of funds allocated for such purpose and as set forth in the attached Exhibit "A" ('10 Budget), "B" (Employee Moving Expense Reimbursement Policy, "F" (Salary Policy), "G" (Salary Structure) "H" (Organization Chart) and "J" (Car Allowance Policy), sufficient staff and support personnel to perform, on behalf of PBCSC, the duties and services required in this Agreement. The

provision of Exhibit "F" (Salary Policy), Exhibit "G" (Salary Structure) and Exhibit "H" (Organization Chart) shall remain in full force and effect until the County's budget process at which time the Salary Policy, Salary Structure and Organization Chart shall be established as part of the PBCSC's policies and procedures after approval by the TDC and the County Administrator or his/her designee. Any changes to the Salary Policy, Salary Structure and/or Organization Chart during the year shall be made only upon approval of the TDC and the County Administrator or his/her designee. 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 which have been performed pursuant to the Agreement; (2) semi-annual reports relating to performance measures as specified in Section 1, Paragraph J ; and Exhibit "E"; (2b) semi-annual reports relating to the enforcement of

the PBCSC's Conflict of Interest Policy (Exhibit I) in a form and as detailed as required by the TDC; (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 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.

It is mutually agreed that PBCSC shall review and submit to the COUNTY invoices received in good order, and that the COUNTY shall 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 reimbursement 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 in 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 and the County Administrator or his/her designee shall participate in the interview process for the PBCSC's selection of an Executive Director as voting members of any committee/task force appointed for such purposes.. 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.

(ii) 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, attached hereto as Exhibit "J"

(iii) 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, web sites and/or other appropriate trade publications. The salaries provided by PBCSC to its employees shall be in accordance with the provisions of Section 1 (I) of this agreement.

B. Guidelines and Policies and Procedures

PBCSC shall submit to the TDC for its approval of 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 and responsibilities required under 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 FY '10 |
| Exhibit F | Salary Policy |
| Exhibit G | Salary Structure |
| Exhibit H | Organization Chart |
| Exhibit I | Conflict of Interest Policy |
| Exhibit J | Car Allowance 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.

D. Services and Goods Provision Contract Modification.

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.

E. Approvals, Adoptions, Consents or Acceptances.

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.

F. 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.

G. Auditing Contract

The PBCSC will re-bid and replace its private auditors at least every five (5) years. The initial contract shall be for a term of three years, with one two-year renewal at the option of the PBCSC.

H. Legal Services Contract.

In the event the PBCSC shall contract for legal services, such contract will be re-bid at least every five (5) years to obtain competitive pricing.

I. 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 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. Applicants and Employees. 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. Ethnic / Racial Report. 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. Service Contractors. PBCSC will not discriminate against any contractor, subcontractor, potential contractor or participant hereunder, upon any of the above prohibited grounds.

9. Certificate 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. Independent Auditor. During the term of this Agreement and subject to the provisions of Section 6 (G), 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. All Records. 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. Power to Designate. 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, making such designation, regardless of whether said records are presently deemed public records by law.

D. Audit Committee. The PBCSC President shall 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 Audit Report, Management Letter and the staff's response will be provided to the TDC Audit Committee, along with any other findings of the PBCSC's Audit Committee and PBCSC Board of Directors. The auditor and the Treasurer of the PBCSC Board will present the audit to the TDC audit committee.

E. Finance Committee. The Finance Committee shall be responsible for assuring the financial solvency of the PBCSC and for reviewing and reporting on its financial condition 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, recommendations on the budget, financial issues, and 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 members 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. The PBCSC shall have in place, shall comply with and shall 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. Proof of such license and approvals shall be submitted to COUNTY upon request. Furthermore the PBCSC shall conduct its business activities in a responsible manner and comply with any and all applicable laws, ordinances, statutes or regulations.

17. 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. Officers and Directors 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 intentional or 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 be effective until September 30, 2012, unless sooner terminated as provided herein. 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 performance and the COUNTY'S 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)

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____

Deputy Clerk

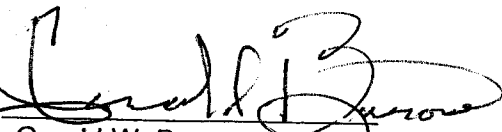
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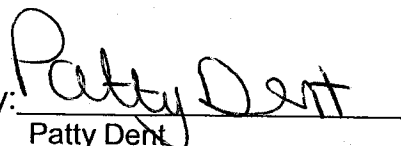
By: _____

Commissioner John F. Koons, Chair

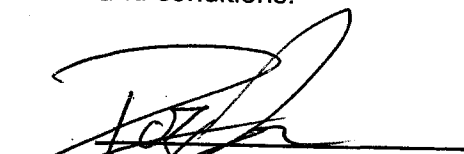
ATTEST:

Palm Beach County Sports Commission, Inc.

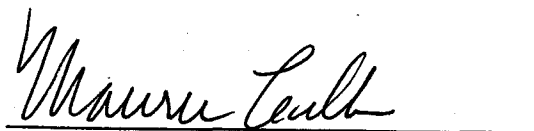
By: 
Gerald W. Baron
Executive Director

By: 
Patty Dent
President

Approved as to terms
and conditions:


Roger Amidon
TDC Executive Director

Approved as to form
and legal sufficiency:


County Attorney

Palm Beach County Sports Commission, Inc.

Exhibit A

FY 2010 Budget

Account #	Item	FY 2009 Forecast	Original FY 2010 Budget	Original Stimulus	Stimulus Expensed in FY 2009	Stimulus Rollover to FY 2010	FY 2010 Budget After Rollovers
4001	Travel & Per Diem	1,800	0	6,800	5,614	2,186	2,186
4007	Travel - Mileage	2,000	1,800				1,800
4101	Communication Services	2,200	1,920				1,920
4205	Postage	3,100	4,080				4,080
4406	Rent - Office Equipment	17,200	12,000				12,000
4411	Rent - Facility/Board Meetings	2,000	2,200				2,200
4412	Rent - Storage	1,230	0				0
4620	Repair & Maintenance - Equipment	4,600	3,000				3,000
4701	Printing & Binding	4,200	6,000	40,000		6,000	12,000
4803	Sales Entertainment	2,200	1,200				1,200
4805	Advertising	25,600	6,000	31,000	20,220	10,780	16,780
4811	Promotional Items	6,500	0				0
4812	Business Development	8,500	6,000	10,000	3,000	7,000	13,000
4815	Administrative Expenses	560,830	520,880				520,880
4816	Promotional Memberships	1,200	0	1,000			0
4941	Registration Fees	1,800	0				0
4950	DP Network	38,500	9,600				9,600
5101	Office Supplies	5,000	6,000				6,000
5121	DP Software & Accessories	12,000	8,000				8,000
5220	Purchased Water	0	840				840
5401	Books, Publications & Subscriptions	400	0				0
5412	Dues & Memberships	0	480				480
6405	DP Equipment	800	0				0
	Total Contractual Expense	701,660	590,000	88,800	28,834	25,966	615,966
Account #	Item	FY 2009 Forecast	Original FY 2010 Budget	Original Stimulus	Stimulus Expensed in FY 2009	Stimulus Rollover to FY 2010	FY 2010 Budget
3080	Indirect Cost	72,065	72,704				72,704
4101	Communication Services	3,500	2,500				2,500
4103	SunCom - Toll	2,000	0				0
4104	Commercial - Toll	2,000	0				0
4411	Rent	122,200	126,000				126,000
4610	Maintenance Building	750	750				750
4622	Maintenance Telephone	1,100	500				500
4969	Tax Collector Commissions	13,378	13,378				13,378
8201	Grants	250,000	200,000	58,500		92,500	292,500
9121	Blum Stadium Payments	30,000	26,542				26,542
	Total Direct County Expense	496,993	442,374	58,500	0	92,500	534,874
	TDC Reserves						227,051
	Total Expense/Budget	1,198,653	1,032,374	147,300	28,834	118,466	1,377,891

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 Executive 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's responsibility to ensure that adequate funds are available in the budget for moving expenses.

EXHIBIT C
TRAVEL & ENTERTAINMENT POLICY for
TOURISM PROMOTION ACTIVITIES

Florida Statute 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.

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 or travel writers, representative of National Governing Bodies (NGB's) event owners or directors, or other persons connected with the sports or 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.

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 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 one (1) personal call home per day, excepting unusual circumstances which must be explained and will be subject to review.

FOREIGN TRAVEL

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication 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

TIPS: All tips for portage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. Tips over \$10 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 are currently limited by agreement with the County Commission to the following amounts per person per day:

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

The above limits do not include taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, beverages served at 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 pages(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 as necessary.

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 pre-audit 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 Commissioner 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 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 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

FY 09-10 PERFORMANCE MEASUREMENTS

- Maintain sports-related room nights at one hundred thirty three thousand (133,000)
- Submit or assist in the submission of twenty-two (22) event/activity bids
- Organize six (6) site visits to recruit events/activities into Palm Beach County
- Provide funding to twenty-eight (28) events/activities
- Provide assistance to sixty (60) events
- Assist five (5) events/activities that promote Palm Beach County as a tourist Destination through national and/or international television coverage.
- Develop a long-range business plan to identify five (5) major events to submit a bid to host over the next five years.

EXHIBIT F SALARY POLICY

The salaries provided by the Palm Beach County Sports Commission (PBCSC) to its employees shall be in conformity with the specific salary ranges set forth in its guidelines, policies, and procedures.

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

The PBCSC employees will also have an opportunity for an additional 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	80,000	100,000	120,000
Executive Assistant	36,000	45,000	54,000
P/T Clerical Assistant	12,000	15,000	18,000
Event Manager	44,000	55,000	66,000
Event / Grants Manager	36,000	45,000	54,000
Director of Marketing & Business Development	44,000	55,000	66,000
Marketing & PR Specialist	32,000	40,000	48,000
Accounting Manager	44,000	55,000	66,000
Finance & Management Assistant	32,000	40,000	48,000
IT/Event Specialist	28,000	35,000	42,000

Exhibit H

Palm Beach County Sports Commission Organization Chart 2009/2010

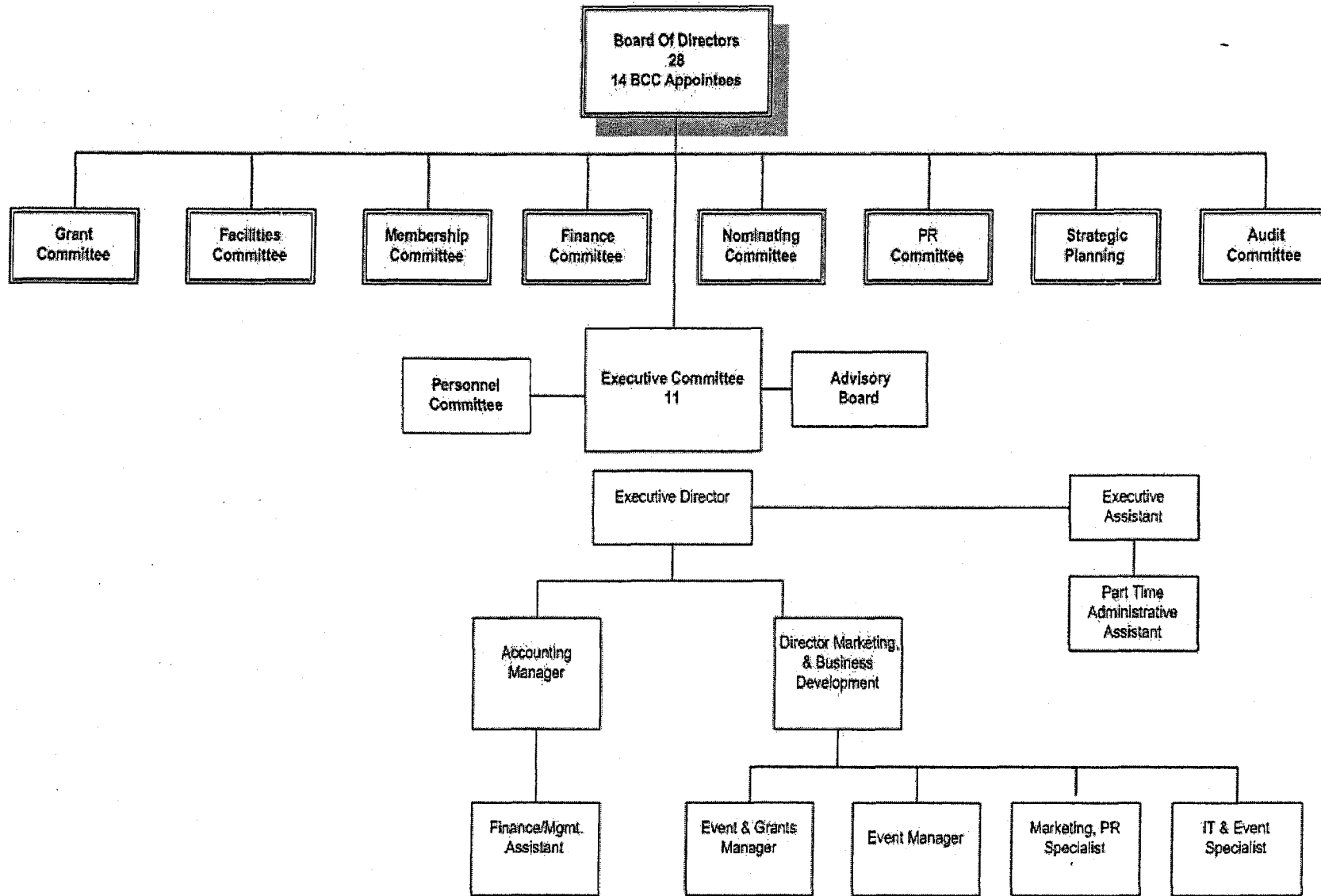


Exhibit H – Organization Chart

Exhibit I

Conflict of Interest

The Palm Beach County Sports Commission (hereinafter referred to as "the PBCSC") its Board of Directors ("Board"), members of the staff ("Staff") and volunteers must value and support high standards of ethical and accountable behavior. They each must be active, independent and free of self-dealing and act in a manner that inspires respect for the PBCSC and enhances its prestige.

The purpose of this conflict of interest policy is to prevent the institutional or personal interests of The PBCSC board members, officer and staff from interfering with the performance of their duties to The PBCSC, and to ensure that there is no personal, professional, or political gain at the expense of The PBCSC. This policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest and the recusal of any interested party in a decision relating thereto.

A conflict of interest may exist when the interests or potential interests of a director, officer, or staff member, or that person's close relative, or any individual, group, or organization to which the person associated The PBCSC has allegiance, may be seen as competing with the interests of The PBCSC, or may impair such person's independence or loyalty to The PBCSC. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, officer, or staff member in a manner that is adverse to the interests of The PBCSC.

Examples

A conflict of interest may exist if a director, officer, staff member, or close relative:

- Has a business or financial interest in any third party dealing with The PBCSC. This does not include ownership interest of less than 5 percent of outstanding securities of public corporations.
- Holds office, serves on a board, participated in management, or is employed by any third party dealing The PBCSC, other than direct funders to The PBCSC.
- Derives remuneration or other financial gain from a transaction involving The PBCSC (other than salary reported on a W-2 or W-9 or salary and benefits expressly authorized by the board).
- Receives gifts from any third party on the basis of his or her position with The PBCSC (other than occasional gifts valued at no more that \$(50), or if valued at more than \$(50), the gift is made available in a team space or common area for others to share – e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that The PBCSC policy does not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that will materially encroach on such person's obligations to The PBCSC; compete with The PBCSC's activities; involve any use of The PBCSC's equipment, supplies, or facilities; or imply The PBCSC's sponsorship or support of the outside employment or activity

Use of Information

Directors, officers, and staff shall not use information received from participation in The PBCSC affairs, whether expressly denominated as confidential or not, for personal gain or to the detriment of The PBCSC.

Disclosure and Recusal

Whenever any director has a conflict of interest or a perceived conflict of interest with The PBCSC, he or she shall publicly state at the meeting of the PBCSC the nature of such conflict. Within 15 days of such declaration, the person shall file with the Executive Director a Form 8B stating the reason of the conflict, which form shall be attached to the minutes and become a part of the minutes for the meeting when the declaration was made.

Whenever any staff member (paid or volunteer) has a conflict of interest or a perceived conflict of interest with The PBCSC, he or she shall notify the chief executive of such conflict in writing.

When any conflict of interest is relevant to a matter that comes under consideration or requires action by the board, or a board committee, the interested person shall call it to the attention of the board chair. That person shall provide the board or applicable committee with any and all relevant information on the particular matter.

The minutes of the meeting of the board or its committee shall reflect that the conflict of interest was disclosed, and did not vote.

Dissemination

A copy of this conflict-of-interest policy shall be furnished to each director, officer, and staff member who is presently serving this organization or who may become associated with it.

Certification

As administered by the chief executive, each director will be asked to complete a certification of agreement with the policy and disclosure of any known conflicts of interest upon his or her election or re-election to the board and annually thereafter. As administered by the employee in charge of human resources, each senior staff member will be asked to complete such a certification upon his or her employment and on an annual basis thereafter. All certifications shall be reviewed by the board as appropriate.

**CONFLICT CERTIFICATION FOR THE PBCSC
Board and Senior Staff**

I have read and agree to abide by THE PBCSC's Conflict-of-Interest Policy. To the best of my knowledge, I have no conflicts as described in this Policy.

Signature

Date

Name (please print)

----- OR -----

I have read and agree to abide by The PBCSC's Conflict-of-Interest Policy. To the best of my knowledge, I have no conflicts as described in this Policy, except those noted below or on the attached paper.

Signature

Date

Name (please print)

**Exhibit J
Car Allowance**

TO: ALL COUNTY PERSONNEL
FROM: ROBERT WEISMAN
COUNTY ADMINISTRATOR
PREPARED BY: COUNTY ADMINISTRATION
SUBJECT: AUTO ALLOWANCE
PPM #: CW-F-008

ISSUE DATE
June 1, 2005

EFFECTIVE DATE
June 1, 2005

PURPOSE:

To establish policies and procedures governing auto allowances for specified full time positions, Board of County Commission (BCC) members, and BCC staff.

AUTHORITY:

1. Florida Statutes, Chapter 112.
2. Administrative Code, Section 305.12

POLICY:

Eligibility

1. The Board of County Commissioners may provide a salary supplement in lieu of a 24-hour vehicle assignment to those positions eligible for this benefit. Eligible positions include positions designated by the County Administrator, members of the Board of County Commissioners, and County Commission Administrative Assistants.
2. Contractual employees who receive auto allowances will continue to do so under the terms of their present contract or as renegotiated at time of contract renewal.
3. Persons receiving the auto allowance will not be eligible for reimbursement for automobile mileage, except for travel in the performance of official duties to locations outside of Palm Beach County. Reimbursement for out-of-county travel shall be credited for the entire mileage of that trip in accordance with Section 112.061, Florida Statutes. Persons receiving the auto allowance may be reimbursed for the reasonable cost of a rental vehicle for official duty travel to a location outside of Palm Beach County, after showing that such rental vehicle expense is less than the cost of air travel to the same location. For all normal or daily business travel, employees receiving the auto allowance will use their personal vehicle and not a departmental vehicle.

CW-F-008/Page 1 of 2

4. This policy does not apply to employees in an "Acting" capacity since by its nature is of short term duration. The underlying goal of providing an auto allowance is to allow an employee to supply a private vehicle on a long term basis to provide transportation during the County work day without needs for County provision of such a vehicle.

Amount

The maximum auto allowance for all positions is \$550/month, (unless otherwise specified in an employment contract).

PROCEDURE:

1. To receive the automobile allowance, the individual must be certified to drive on County business in accordance with PPM # CW-O-004, "Vehicle Safety Program." A noncompliance with the provisions of this policy may result in suspension or cancellation of the automobile allowance.
2. Prior to receiving the automobile allowance, the traveler will submit to the Finance Department a completed "Palm Beach County Monthly Mileage Voucher." In accordance with Florida Statute 112.061, the form "will show the places and distances for an average typical month's travel on official business, and the amount that would have been allowed under the approved rate per mile for the travel shown in the statement . . ." A new mileage statement is to be submitted annually at the end of each fiscal year.
3. The amount paid will not be part of the employee's base pay, and is not included in calculations for pay adjustments. The withholding of federal income tax and the appropriate FICA tax will be deducted in accord with IRS regulations. The amount of the auto allowance will be included in the FICA wages dollar amount and, thus, will be used in the determination of the maximum wages subject to the FICA tax.

ROBERT WEISMAN
COUNTY ADMINISTRATOR

Supersession History:

1. A.O. 5-5, issued 5/10/88
2. PPM CW-F-008, issued 7/7/88
3. PPM CW-F-008, issued 2/19/91
4. PPM CW-F-008, issued 8/20/91
5. PPM CW-F-008, issued 1/2/92
6. PPM CW-F-008, issued 2/1/92
7. PPM CW-F-008, issued 10/28/98
8. PPM CW-F-008, issued 11/4/99
9. PPM CW-F-008, issued 11/1/01

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Client#: 15364

PALMBEA

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2009

PRODUCER Alliant 101 Southfield Road Birmingham, MI 48009 248 540-3131		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 Palm Beach County Sports Commission 1555 Palm Beach Lake Blvd., #1410 West Palm Beach, FL 33412-2311		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity	
		INSURER B: The Travelers Indemnity Company	
		INSURER C: Federal Insurance Company	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR	ADDITIONAL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK420408	05/08/09	07/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A		AUTOMOBILE LIABILITY <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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	PHPK420408	05/08/09	07/01/10	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	PHUB271828	05/08/09	07/01/10	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SAIG834H6139	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000
C		OTHER Employee Theft	82111718	07/01/09	07/01/10	\$500,000 Limit \$2,500 Ded
A		D&O/EPL	PHSD423213	05/21/09	07/01/10	\$1,000,000 Limit

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

CERTIFICATE HOLDER

Palm Beach County
Palm Beach County, FL

CANCELLATION 10 Days for Non-Payment

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
Dupe Cook

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.