

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 724,877	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
	\$ 724,877	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
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 Approved Budget? Yes X No.

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

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

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

C. Department Fiscal Review:

Ernst Ben Roque

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 OFMB *8/24/12* *A. J. Jacob* *8/30/12*
 Contract Dev. ad Control
8-30-12 B. Wheeler

B. Approved as to form and Legal Sufficiency:

[Signature] *9/6/12*
 Assistant County Attorney

C. Approved as to Terms and Conditions:

 Department Director

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

AGREEMENT

between

PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

on behalf of the

TOURIST DEVELOPMENT COUNCIL

and

PALM BEACH COUNTY SPORTS COMMISSION, INC.

SUMMARY OF AGREEMENT

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

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AGREEMENT WITH PALM BEACH COUNTY SPORTS COMMISSION, INC.

THIS AGREEMENT dated _____, 2012, is made and entered into effective this 18th day of October, 2012 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 65-0641013, (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).

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, information systems, and social media marketing 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 herein in the Attached Exhibit "A" (FY '13 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 TDC's Executive Director shall be notified of all meetings of the Board of Directors, and the executive committee as well as all committees and subcommittees of the PBCSC whose functions are in any way related to the expenditure of COUNTY or Tourist Development Tax funds. The TDC's Executive Director shall be provided an opportunity to be heard at said meetings, as well as minutes of the meetings.

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 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 and Comptroller's Office 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 herein, 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. 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.

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

G. Vendor List PBCSC will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. PBCSC will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from PBCSC's or the COUNTY'S vendor list, publications, catalogs, suggestions from the TDC or its staff, and the like.

H 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 one (1) appointee to the PBCSC board of directors for a total of seven (7) appointees. Appointees will be required to reside in Palm Beach County. Overall number of board members shall be 17.

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. 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.

(iv) PBCSC may offer its employees a simplified employee pension plan. Contributions to such plan shall not exceed seven (7%) percent of the employees' actual salaries. PBCSC shall incorporate the provisions of such plan into the policies and procedures of the PBCSC, and shall notify COUNTY of any proposed revision to the plan prior to implementation.

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 & Entertainment Policy
- Exhibit D Reserved
- Exhibit E Performance Measures for FY '12
- 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 may be for a term of three years, with two one (1)-year renewals 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, marital status, familial status, ancestry, sexual orientation, gender identity and expression, 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 Auditor and the President of the Sports Commission or his/her Board designee shall present the audit report including the management letter to the TDC's Finance Committee. Upon review by the Finance Committee and the County's Internal Auditor, the Audit shall be presented to the Tourist Development Council. In the event the Finance Committee determines that any matters relating to its review of the Audit requires consideration of the TDC, the PBCSC Auditor and Board President of the Board designee shall be required to attend the TDC meeting at which the Audit will be considered.

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 and shall comply with a comprehensive conflict of interest policy for its members, which is attached hereto and made a part hereof as, EXHIBIT "I." The Palm Beach County Sports Commission acknowledges that it will comply with the Palm Beach County Code of Ethics, Ordinance No.2009-051 as amended.

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 to the extent allowable by the insurer, 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, 2017, 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 a copy to:

County Attorney
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 930
West Palm Beach, FL 33401

26. Small Business Enterprise

The Sports Commission shall comply with the provisions of the Palm Beach County Small Business Enterprise Ordinance as codified in Sections 2-80.21 through 2-81.34 (as amended) which sets forth the County's requirements for the Small Business Enterprise (SBE) program, and shall utilize such provisions when seeking bids or proposals for vendors/contractors under this Agreement.

27. Palm Beach County Office of the Inspector General Auditing Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts,

transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

28. Palm Beach County Code of Ethics.

The BCC appointees of the Sports Commission shall comply with the provisions of the Palm Beach County Code of Ethics, sections 2-441 through 2-448 (as amended from time to time) of the County Code.

- A. A ticket, pass or admission in connection with public events, appearances or ceremonies related to official county or municipal business, if furnished by a nonprofit sponsor organization of such public event, or if furnished pursuant to a contract between the event sponsor and the county or municipality as applicable provided the sponsor organization does not employ a lobbyist, and further provided the ticket, pass or admission is given by a representative of the sponsor organization who is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the ticket, pass or admission must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).
- B. Expenditures made in connection with an event sponsored by a nonprofit organization funded in whole or in part with public funds whose primary function is to encourage and attract tourism or other business opportunities for the benefit of Palm Beach County or the municipalities as applicable, provided the sponsor organization does not employ a lobbyist, and further provided that the invitation to the event is made by a representative of the sponsor organization and the representative is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the expenditure must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(j)(1) and (f)(2).

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IN WITNESS WHEREOF, the parties 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

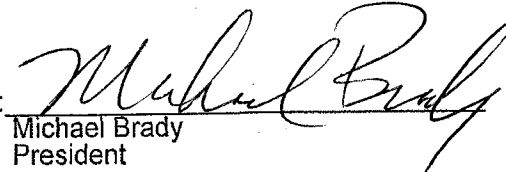
By: _____
Commissioner Shelley Vana, Chair

(SEAL)

ATTEST:

Palm Beach County Sports Commission, Inc.

By: 
George Linley
Executive Director

By: 
Michael Brady
President

Approved as to terms and Conditions:

Approved as to form and legal sufficiency:

By: 
Roger Amidon
TDC Executive Director

By: 
Dawn S. Wynn
Senior Assistant County Attorney

Palm Beach County Sports Commission						
Exhibit A						
FY 2013 Budget						
	FY 2010	FY 2011	FY 2012	FY 2012	FY 2012	FY 2013
Contract Operating Expenses	Actual	Actual	Adopted Budget	Modified Budget	Forecast	Proposed Budget
Professional Services	0	8,950	8,500	8,500	8,500	5,000
Travel & Per Diem	2,963	6,890	8,000	8,000	8,000	10,479
Travel - Mileage	1,921	3,191	1,800	1,800	1,800	2,400
Communication Services	1,439	1,026	1,920	1,920	8,920	2,500
Postage	1,958	1,594	1,500	1,500	1,500	2,100
Rent - Office Equipment	8,104	5,552	6,000	6,000	6,000	6,000
Rent - Facility/Board Meetings	672	244	1,200	1,200	1,200	900
Rent - Storage	0	2,718	2,400	2,400	2,400	3,300
Repair & Maintenance - Equipment	3,334	3,781	4,200	4,200	4,200	4,200
Printing & Binding	2,282	3,590	4,200	4,200	4,200	3,600
Sales Entertainment	666	592	1,200	1,200	1,200	1,200
Advertising	8,167	15,957	18,000	18,000	18,000	35,000
Consumer & Trade Show	0	0	0	0	1,500	2,400
Familiarization Tours	0	0	0	0	1,600	600
Promotional Items	0	1,422	2,100	2,100	2,100	2,100
Business Development	4,716	13,205	15,000	15,000	15,000	25,374
Audit & Tax	19,750	12,350	13,500	13,500	13,500	13,500
Bank Fees	1,224	795	1,200	1,200	1,200	1,200
Contract Labor	30,507	1,500	6,600	6,600	6,600	2,400
Educational	0	0	1,200	1,200	1,200	900
Employee Benefits	53,870	64,473	93,570	93,570	90,000	107,673
Insurance Expense	12,623	14,048	13,800	13,800	13,800	15,400
Legal	0	52	0	0	0	1,200
Gross Pay	356,669	346,525	366,575	366,575	362,000	401,820
Payroll Taxes	30,895	29,633	32,080	32,080	32,000	38,920
Promotional Memberships	1,825	2,670	2,100	2,100	2,100	3,000
Registration Fees	901	1,886	1,200	1,200	1,200	2,100
DP Network	8,643	7,926	8,400	8,400	8,400	9,600
Inspector General Fee	0	0	0	0	0	1,831
Office Supplies	4,103	4,510	4,800	4,800	4,800	4,800
Office Furniture & Equipment	0	803	0	0	0	1,200
DP Software & Accessories	5,812	5,338	4,800	4,800	4,800	6,000
Purchased Water	468	426	600	600	600	480
Books, Publications & Subscriptions	1,014	631	1,200	1,200	1,200	900
Dues & Memberships	740	1,560	1,200	1,200	1,200	1,800
DP Equipment	1,490	4,340	9,000	9,000	3,000	3,000
Total Contract Operating Expenses	566,755	568,118	637,845	637,845	633,720	724,877
Stimulus Travel & Per Diem	-517	0	0	0	0	0
Stimulus Printing & Binding	1,326	0	0	0	0	0
Stimulus Advertising	16,058	0	0	0	0	0
Stimulus Business Development	8,950	0	0	0	0	0
Total Stimulus Expense	25,816	0	0	0	0	0
Total Operating and Stimulus Expenses	592,571	568,118	637,845	637,845	633,720	724,877
Contract Indirect Expenses	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted Budget	FY 2012 Modified Budget	FY 2012 Forecast	FY 2013 Proposed Budget
Indirect Cost	65,048	31,877	50,763	50,763	48,888	51,304
Moving Expense	0	2,564	0	0	0	0
Communication Services	5,294	5,294	5,000	5,000	5,000	0
Rent	123,190	109,688	85,890	85,890	85,890	85,890
Maintenance Telephone	0	0	0	0	0	0
Tax Collector Commissions	14,202	15,626	15,395	15,395	17,071	17,596
Inspector General Fee	0	1,201	1,831	1,831	1,831	1,900
Telephone Move	0	400	0	0	0	0
Grants	188,600	238,100	275,000	375,000	345,000	382,000
Stimulus Grants	91,149	0	0	0	0	0
Blum Stadium Payments	26,542	0	0	0	0	0
Transfer Out - Special Projects	0	0	0	15,000	15,000	0
Total Direct County Expenses	514,025	404,750	433,879	548,879	518,680	538,690
Total Sports Commission Expense	1,106,596	972,868	1,071,724	1,186,724	1,152,400	1,263,567
Total Sports Commission Reserves	459,994	547,930	353,535	356,389	611,683	485,740
Total Sports Commission Available Funds	1,566,590	1,520,798	1,425,259	1,543,113	1,764,083	1,749,307

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

For all air travel, the traveler shall obtain the most economical means of travel that is reasonable under the circumstances with prior approval of the Sports Commission Executive Director.

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 those incurred while meeting with persons connected with the tourism industry. Such expenses shall be limited to the following amounts per person per day, as approved by the Executive Director of the PBCSC.

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.

EXHIBIT D

RESERVED

EXHIBIT E

PERFORMANCE MEASURES

FY 2013

Performance Measure	FY 2011 Actual	FY 2012 Budget	FY 2013 Budget
Support the generation of sports-related room nights	154,558	140,000	168,000
Submit or assist in the submission of event/activity bids.	30	25	35
Organize site visits to recruit events/activities	16	8	18
Provide funding to events/activities	32	28	45
Host and support events/activities	94	70	105
Assist events/activities - national or international television coverage	6	5	6

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, upon prior approval of the Executive Director of the TDC and County. 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, upon prior approval of the Executive Director of the TDC and County.

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
Administrative Services Manager	35,000	45,000	55,000
Director of Events & Operations	44,000	55,000	66,000
Event Coordinator	35,000	45,000	55,000
Director of Marketing	44,000	55,000	66,000
Marketing Manager	30,000	40,000	50,000
Business Development & Grant Manager	44,000	55,000	66,000
Director of Finance, Management & Budget	44,000	55,000	66,000
Finance & Management Assistant	32,000	40,000	48,000

Exhibit H
Palm Beach County Sports Commission
Organization Chart 2012/2013

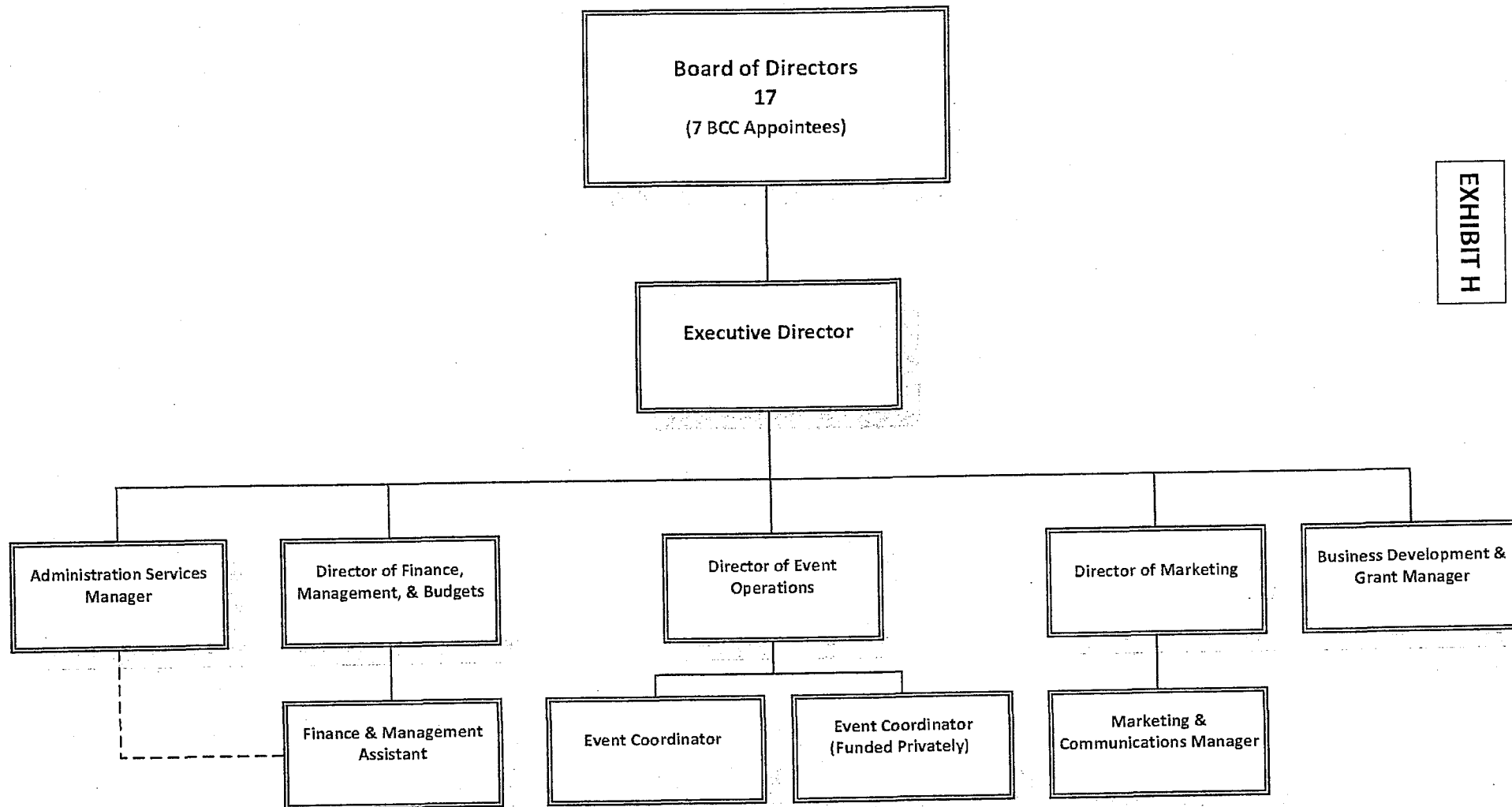


EXHIBIT H

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 an 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

CONFLICT OF INTEREST POLICY

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 notify the board chair of such conflict in writing.

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 and shall not be present during board or committee discussion or decision on the matter. However, 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, that the interested person was not present during discussion or decision on the matter, 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 OF INTEREST POLICY

**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"

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

ISSUE DATE
September 16, 2011

EFFECTIVE DATE
September 16, 2011

PURPOSE:

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

UPDATES:

Future updates of PPM CW-F-008 will be the responsibility of County Administration.

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.


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 shall submit to the Clerk & Comptroller's Payroll Department a signed and completed "Palm Beach County Monthly Mileage Voucher." The voucher shall be approved by the traveler's immediate supervisor prior to submission. 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"
3. Additionally, a new mileage voucher shall be approved and submitted to the Payroll Department annually, no later than September 15. Payment of car allowance will be discontinued effective October 1 and will not be reinstated until an approved voucher is received. The Payroll Department will send a notification to all current auto allowance recipients in August reminding them of the need to submit a new mileage voucher.
4. 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 2/2/92
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
10. PPM CW-F-008, issued 6/1/05



CERTIFICATE OF LIABILITY INSURANCE

PALMBE2 OP ID: FJ

DATE (MM/DD/YYYY)
06/30/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach, FL 33401 House Account	561-686-2266	CONTACT NAME:	
	561-686-2313	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Philadelphia Indemnity Ins Co	
		INSURER B : Travelers Indemnity Co of Amer	
		INSURER C : Federal Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK742197	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded 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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK742197	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB351348	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	IHUB3523T40711	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officer		PHSD646767	07/01/11	07/01/12	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

C) Crime: Employee Dishonesty Policy# 82111718 Limit: \$500,000/ Ded: \$2,500

Eff: 7/1/11-7/1/12

Palm Beach County Board of County Commissioners are named Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
PALMB-2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach County Board of County Commissioners C/O Roger Amidon Suite 900 1555 Palm Beach Lakes Blvd West Palm Beach, FL 33401	AUTHORIZED REPRESENTATIVE House Account

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