

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

~~*~~ There is no fiscal impact until agreements are executed.

B. Recommended Sources of Funds/Summary of Fiscal Impact

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administrator Comments:

OFMB 12/4/12 11/30/12 12/11/12
 Contract Development and Control
 12-11-12 B&D Rec'd

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

 Department Director

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

WHEREAS, the Board of County Commissioners (BCC), through its Department of Environmental Resource Management (ERM), is committed to a program of environmental restoration and preservation and associated public awareness, outreach, and education; and

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

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

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

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

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

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

Section 1: The foregoing recitals are hereby adopted and ratified

Section 2: The Board of County Commissioners adopts a standard sponsorship agreement in the form attached hereto and incorporated herein as Attachment "A-1".

Section 3: The BCC hereby authorizes the County Administrator or his designee to execute standard sponsorship agreements on behalf of the BCC.

Section 4: It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material deviation from the approved standard terms and conditions of standard sponsorship agreement, then the

1 approval of the BCC shall be required. The County Administrator's designee for purposes of
2 this Resolution shall include the Director and Assistant Director of ERM.

3
4 Section 5: If any section, sentence, clause, phrase, or word of this Resolution is held
5 invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no
6 way affect the validity of the remaining portion of this Resolution.

7
8 Section 6: Sponsorship form agreements in an amount not to exceed \$10,000 and
9 below may be approved by the Director or Deputy Director of ERM. Sponsorship
10 agreements in an amount of \$10,001 up to \$50,000 must be approved by the County
11 Administrator. Sponsorship agreements in an amount of \$50,001 and above must be
12 approved by the BCC.

13
14 The foregoing Resolution was offered by Commissioner _____, who
15 moved its adoption. The motion was seconded by Commissioner _____,
16 and upon being put to a vote, the vote was as follows:

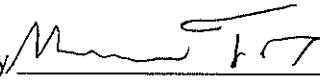
- 17 Commissioner Steven L. Abrams, Chairman _____
- 18 Commissioner Priscilla A. Taylor, Vice Chair _____
- 19 Commissioner Hal R. Valeche _____
- 20 Commissioner Paulette Burdick _____
- 21 Commissioner Shelley Vana _____
- 22 Commissioner Mary Lou Berger _____
- 23 Commissioner Jess R. Santamaria _____

24 The Chairman thereupon declared the Resolution duly passed and adopted this
25 _____ day of _____, 20__.

26
27 APPROVED AS TO FORM AND
28 LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

29
30
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32
33 By  _____
34 Assistant County Attorney

By _____
Deputy Clerk

SPONSORSHIP AGREEMENT
BETWEEN PALM BEACH COUNTY AND _____
FOR SPONSORSHIP OF _____ (the "EVENT")
On _____ (Date of Event)

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

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

Section 1. Term.

The term of this Agreement shall commence upon execution by both parties and shall terminate on _____, 2012.

Section 2. Sponsor's Responsibilities

Sponsor will pay County _____ upon execution of this Agreement for a _____ level sponsorship for the Event. AND/OR Sponsor shall provide the County with _____ on _____ for a _____ level sponsorship for the Event.

Section 3. County's Responsibilities

County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:

[Describe event-specific benefits]

Section 4. Sponsorship Standards

- A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.
- B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.
- C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

Section 7: Indemnification

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

Section 8: Remedies

This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

Section 9: Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

County:
Director, Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road 4th floor
West Palm Beach, FL 33411
Facsimile: 561-233-2414

Sponsor:

Facsimile:

Section 10: Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11: Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but 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 Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect 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 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 12: Entirety of Contractual Agreement

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

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

PALM BEACH COUNTY

SPONSOR

Signature

Signature

Name (type or print)

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Title (If applicable)

Assist. County Attorney

ATTACHMENT 2

POLICIES AND PROCEDURES MEMORANDUM

TO: ALL DEPARTMENT STAFF
FROM: ROBERT ROBBINS, DIRECTOR
ENVIRONMENTAL RESOURCES MANAGEMENT
SUBJECT: DONATIONS AND SPONSORSHIPS

PPM #: EV-F-612

ISSUE DATE
December 18, 2011

EFFECTIVE DATE
December 18, 2012

PURPOSE:

To establish policies and procedures for the acceptance of donations and solicitation of sponsorships from the public for Palm Beach County Department of Environmental Resources Management (the Department) sponsored events, programs or activities.

UPDATES:

Future updates of PPM # EV-F-612 will be the responsibility of the Director of Finance & Support Services Division.

SCOPE:

This PPM applies to all Environmental Resources Management employees.

DEFINITIONS:

1. **Donation** - A contribution made to the Department without expectation of a return or recognition. A donation may consist of real property, tangible personal property, cash, checks, money orders, stocks, bonds, and other intangibles.
2. **Sponsorship** - A mutually beneficial business arrangement between the Department and an individual, corporation, organization or government entity, wherein cash is provided to the Department in return for access to commercial and/or marketing potential associated with a specific Department service, project, event, facility, and/or activity.
3. **Sponsorship Agreement** - A contractual agreement that reflects a business arrangement for the exchange of commercial and/or marketing benefits between the Department and an individual, corporation, organization or government entity for a specified period of time.
4. **Restricted Donation** - Donations for a specific purpose.
5. **Unrestricted Donation** - Donations in which there are no limitations on use.

POLICY:

The Department may seek donations and sponsorships that further its mission by providing monetary support for Department sponsored programs or services. Private donations or sponsorships of Department activities may be secured as a means to generate funds for improving or expanding environmental programs or services with the least amount of financial impact. Sponsorships and donations may be linked to specific Environmental Resources Management Department activities, events, programs or publications.

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

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

The Department reserves the right to determine and prohibit sponsorships, which are deemed inappropriate or inconsistent with the business of the Department or County. Sponsorships and donations will not be solicited or accepted from: police-regulated businesses; faith-based and political organizations; companies whose business is substantially derived from the sale of alcohol, tobacco, or firearms or adult night clubs.

The Department will define the conditions upon which a sponsorship message may be placed on property or displayed in publications, and reserves the right of full editorial control over the placement, content, appearance, and wording of any sponsorship message. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; or nudity.

PROCEDURE:

Immediately following the acceptance of a donation or sponsorship, a Letter of Appreciation (Attachment A) signed by the Department Director, or designee shall be sent to the donor/sponsor. If restricted, the letter shall specifically identify the purpose for which the funds were received. If unrestricted, the letter shall be written in a general manner.

All checks shall be made payable to the Palm Beach County Board of County Commissioners.

Solicited Donations/Sponsorships

1. All solicitation efforts must be approved in advance by the Department Director.
2. In order to guarantee full and equitable participation of all potential sponsors, sponsorship availability shall be listed on the Department's web page.
3. Department employees conducting solicitations are to maintain records of each solicitation contact including letters, e-mails, flyers, and records of telephone calls.

Sponsorship/Donation Levels

Event or program components dictate the total cost and/or the amount of sponsorships and donations needed. The size and the cost of the event, program, activity or service will determine the amount of sponsorship fees the Department will accept and the type of sponsorship benefits available. Sponsorship benefits are established in concurrence with the total value of the event or program.

Possible sponsorship benefits include, but are not limited to:

- Recognition of the sponsor/donor in promotion of the event and orally at appropriate times during the event;
- Inclusion of the sponsor/donor logo in print and electronic materials promoting the event;
- Provision of space at the event for the sponsor/donor to display a poster or banner or set up a display booth.

Sponsorship Agreements

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

It is recognized that other government entities and charitable organizations are instrumental in furthering the Department's mission. Any such entities may enjoy the same or similar benefits provided to sponsors or donors without providing cash contribution when such participation directly benefits the County.

Approval authority for sponsorship agreements shall be as follows:

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

Utilizing the approved standard sponsorship agreement (Attachment B), the following items will be negotiated for each specific event/activity:

1. Size, space, and duration of marketing materials to be displayed at any given event/venue;
2. Sponsorship amount;
3. Sponsorship benefits.



Robert Robbins, Director
Environmental Resources Management

Attachments

Attachment A: Letter of Appreciation
Attachment B: Sponsorship Agreement

Attachment A



Department of Environmental
Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
FAX: (561) 233-2414
www.pbcgov.org/erm



Palm Beach County
Board of County
Commissioners

Steven L. Abrams, Chairman
Priscilla A. Taylor, Vice Chair
Hal R. Valeche
Paulene Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

Date _____

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

Dear Mr. & Mrs. Anybody:

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

Sincerely,

Robert Robbins, Director
Environmental Resources Management

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PALM BEACH COUNTY

SPONSOR

Signature

Signature

Name (type or print)

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Title (If applicable)

Assist. County Attorney