



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$10,663,006	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
<b>NET FISCAL IMPACT</b>	<u><u>\$10,663,006</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	- 0-	0---	0---	0---	0-----

Is Item Included In Proposed Budget?      Yes X                      No.

Budget Account No.: Fund 1454      Dept 710      U nit 7420                      Object 3401  
 Reporting Category \_\_\_\_\_

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

Discover receives 52.47% of the 2<sup>nd</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> cent of the local option bed tax.

C. Department Fiscal Review: *ET Ben [Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*Susan Neary 9/2/14*                      *Dr. J. Jacobson 9/3/14*  
 OFMB                                      Contract Dev. and Control  
 9/2/14 - ASD 9/2                      9-3-14 [Signature]

**B. Approved as to form and Legal Sufficiency:**

*[Signature]* 9/3/14  
 Assistant County Attorney

**C. Approved as to Terms and Conditions:**

\_\_\_\_\_  
 Department Director

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

FOURTH AMENDMENT TO THE AGREEMENT

between

PALM BEACH COUNTY  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

on behalf of the

TOURIST DEVELOPMENT COUNCIL

and

DISCOVER PALM BEACH COUNTY, INC.

## TABLE OF CONTENTS

### AGREEMENT WITH DISCOVER PALM BEACH COUNTY, INC

1.	Functions and Services	6
	A. Annual Marketing Plan	6
	B. Marketing and Business Plan	6
	C. In Kind Goods & Services/Cooperative Marketing Programs	8
	D. Human Resources	8
	E. Product Development	10
	F. Airlift Development	11
	G. Other Duties	11
2.	Selection and Termination of Contractors	11
3.	Compensation and Method of Payment	12
4.	Reserved	14
5.	Reporting	14
6.	Policies and Procedures	15
	A. Policies and Procedures	15
	B. Annual Review: Performance Measures	15
	C. Contracts: Independent Contractor	16
	D. Approvals by County	16
	E. Property Control	16
	F. Financial Procedures: Accounting and Use of Non-Public Funds	17
	G. Audit/Role of Audit and Finance /Budget Standing Committees	18
	H. Legal Counsel	19

I.	Certifications	19
7.	Independent Contractor	19
8.	Non-Discrimination	19
9.	Non-Competition	20
10.	Certification of Conduct	20
11.	Certification of Authority and No Conflict	20
12.	Availability of Records	21
13.	Findings Proprietary	21
14.	Intellectual Property	22
15.	Prohibition of Assignment	22
16.	Conflict of Interest	22
17.	Authority to Practice	23
18.	Insurance	23
A.	Certificate of Insurance	23
B.	Comprehensive General Liability Insurance	23
C.	Comprehensive Automobile Liability Insurance	24
D.	Workers' Compensation Insurance	24
E.	Fidelity Bond	24
F.	Directors and Officers Insurance	25
19.	Indemnification	25
20.	Term of Agreement	25
21.	Termination	25
22.	Ordinance Amendment	26
23.	Performance and Obligation to Pay	26

24. Amendment	26
25. Notices	26
26. Public Entity Crimes	27
27. Small Business Enterprise	27
28. Palm Beach County Office of the Inspector General Audit Requirements	27
29. Palm Beach County Code of Ethics	28
30. No Third Party Beneficiaries	28
SIGNATURE PAGE	29

EXHIBIT "A" FY 2015 Budget  
 EXHIBIT "B" Moving Expense Reimbursement Policy  
 EXHIBIT "C" Conflicts of Interest Policy  
 EXHIBIT "D" Reserved  
 EXHIBIT "E" Procurement Policy  
 EXHIBIT "F" Convention Center Booking Policy  
 EXHIBIT "G" Travel and Entertainment Policy  
 EXHIBIT "H" Performance Measures  
 EXHIBIT "I" Salary Structure  
 EXHIBIT "J" Compensation Policy  
 EXHIBIT "K" Table of Organization  
 Certificate of Insurance

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH  
COUNTY ON BEHALF OF THE TOURIST DEVELOPMENT COUNCIL  
AND DISCOVER PALM BEACH COUNTY, INC.

THIS FOURTH AMENDMENT TO THE AGREEMENT ("Agreement") dated September 11, 2012, is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 Discover Palm Beach County, Inc., a Florida not-for-profit corporation, whose Federal I.D. number is 59-232-1112, (hereinafter referred to as Discover).

**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**, the Tourist Development Plan currently provides that a percentage of the funds derived from such tax designated as "Category A" shall be used to promote, advertise and optimize Palm Beach County tourism in the State of Florida, and nationally and internationally; and

**WHEREAS**, the First Amendment to the Agreement updated Exhibit "A" – Annual Budget and Exhibit "H" – Performance Measures for the Fiscal Year 2014; and

**WHEREAS**, the Second Amendment to the Agreement amended Paragraph 1, F regarding Airlift Development; and

**WHEREAS**, the Third Amendment to the Agreement amended Exhibit "A" – Annual Budget for the Fiscal Year 2014 to provide additional funding to be expended by Discover in its efforts to promote, market and advertise Palm Beach County tourism under the Agreement; and

WHEREAS, the parties now desire to amend Exhibit "A" – Annual Budget and Exhibit "H" – Performance Measures for the Fiscal Year 2015.

WHEREAS, the parties also desire to amend the non-discrimination language to conform to standard County provisions.

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

1. **Functions and Services.** Discover shall provide Destination Marketing and Tourism Development Services for national and international markets on behalf of the COUNTY 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 Marketing Plan.** Discover shall develop and implement an Annual Marketing and Business Plan with a supportive budget, (hereinafter referred to as the "Annual Marketing Plan") for accomplishing the purposes of Category "A" of the Tourist Development Plan. Such a plan will include the full range of services typical of a professional destination marketing organization and in accordance with DMAI (Destination Marketing Association International) guidelines. In addition the Discover shall to the extent possible establish cooperative ventures with other TDC-funded entities. Discover will submit an Annual Marketing Plan to the TDC's Executive Director and the County Administrator or his/her designee for review, modification and adoption by the TDC in conformance with COUNTY's annual budget approval process. Such Plan may be amended from time to time with the approval in the same manner as its adoption and in accordance with the approved Annual Budget.

**B. Marketing and Business Plan.** The Annual Marketing and Business Plan



components must contain information for promoting the awareness of all tourism regions, including the North, South, and Central areas of Palm Beach County and the region bordering Lake Okeechobee ("Glades Region") and products throughout Palm Beach County and the Palm Beach County Convention Center in markets within and outside the United States. It shall include, but not be limited to, the following components.

1. Development and implementation of a Creative Advertising, Promotion and Media Plan. This plan will include, but not be limited to, traditional print and online media.
2. Development and implementation of a Fulfillment Plan and Visitor Services strategy.
3. Design and production of state-of-the-art Web Resources and Collateral Materials.
4. Development and implementation of Public Relations/Communications Plan.
5. Development of packaged travel and online travel related services.
6. Attendance and representation at Consumer and Trade Shows.
7. Promotion and coordination of Destination Reviews and site visits.
8. Staffing and coordination of Sales Missions in targeted key markets.
9. Administration of grants and sponsorships for cooperative marketing activities, special and group events.
10. Production and distribution of promotional items.
11. Development and implementation of a Groups and Conventions Sales & Marketing Plan. This Plan will include, but will not be limited to, working with the Palm Beach County Convention Center in booking "long-term" events more than eighteen (18) months in advance for which Discover will handle center space and room block coordination efforts as more specifically set forth in Exhibit "F", Convention Center Booking Policy.

12. Management of a business intelligence and research effort that promotes best use of resources and brand development strategies for the County's Tourism product.

**C. In Kind Goods & Services/Cooperative Marketing Programs.** Discover shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement and for the benefit of the COUNTY's Tourist Development Plan, private contributions of funds, goods and services, including, but not limited to, the provision or furnishing of meals, receptions, transportation, lodging, admissions, promotional materials, amenities, give-aways and beverages. Such private sector contributions will largely depend on comprehensive membership and community relations strategies which are considered fundamental and necessary to the execution of Discover's contractual obligations and the County's tourism industry success.

**D. Human Resources. President & CEO.** Discover's Board of Directors shall hire and evaluate a President & Chief Executive Officer (CEO) who shall have day to day responsibility for the performance and execution of Discover's mission and contract compliance. The TDC's Executive Director and the County Administrator or his/her designee shall participate in the selection process for the President & CEO as voting members of any committee/task force appointed for such purposes. The President & CEO shall fully cooperate with and work with the Executive Director of the TDC to ensure that the activities of Discover and the contractors provided for herein are in conformance with the Annual Marketing Plan. The activities of the President & CEO shall be of a daily operational, marketing brand and product development nature while the activities of the Executive Director (on behalf of the County) shall focus on, but may not be limited to, contract compliance administration and policy-oriented duties and

responsibilities. Discover will keep the Executive Director informed as to the activities of Discover. The TDC's Executive Director shall be notified of all meetings of the Board of Directors, and the executive committee as well as all Board committees and subcommittees of Discover whose functions are in any way related to the expenditure of COUNTY or Tourist Development Tax funds. The Executive Director may serve as a non-voting ex-officio member of all committees and subcommittees of Discover. The TDC's Executive Director shall be provided an opportunity to be heard at said meetings, as well as minutes of the meetings, if minutes are taken. Notice of the meetings shall be provided to the TDC's Executive Director no later than five (5) business days before said meetings are to occur. The Chair of Discover's Board of Directors or his/her Board designee will report the results of the annual performance and salary review of the President & CEO to the TDC no later than sixty (60) days after the end of the corresponding COUNTY fiscal year. The car allowance provided to the President of Discover which is funded from revenues derived from the Tourist Development Tax shall be in conformity with the COUNTY's policy on car allowances for County department heads.

**Discover Staff.** The President & CEO of Discover shall employ, subject to the availability of funds allocated for such purpose as contained within its Annual Budget, sufficient staff and support personnel to perform and properly execute the Annual Marketing Plan. Discover shall make good-faith efforts to attract the best available employees by advertising in appropriate publications. Discover may use the services of an outside search firm to assist in the selection of employees at the level of director or higher. Any new full-time equivalent position during the term of this Agreement shall be

approved by the TDC; provided, however, Discover may reclassify or consolidate positions upon approval of the Executive Director of the TDC. The payment of Discover Personnel will be in line with industry practices in similar Destination Marketing Organizations and regional hotel sales and marketing entities and as set forth in the Salary Ranges set forth in Exhibit "I" and in accordance with the Compensation Policy set forth in Exhibit "J". The Salary Ranges, Compensation Policy and Discover's Organizational Chart as set forth in Exhibits "I" through "K" shall remain in full force and effect until the County's budget process at which time the Salary Ranges, Compensation Policy and Organizational Chart shall be established as part of Discover's policies and procedures after approval by the TDC and the County Administrator or his/her designee. Any changes to the Salary Ranges, Compensation Policy or Organizational Chart during the year shall be made only upon approval of the Executive Director of the TDC and the County Administrator or his/her designee. Discover may provide its employees a qualified defined contribution retirement plan. Contributions to such plan shall not exceed seven percent (7%) of the employees' actual salaries. Discover shall incorporate the provisions of such plan into the policies and procedures of Discover, and shall notify and receive approval of the TDC of any proposed revision to the plan prior to implementation. Discover personnel shall be located in the office space or remote locations as approved by the COUNTY.

**E. Product Development.** Discover shall assist and encourage Countywide product development such as new hotels, attractions and infrastructure improvements in conjunction with the Executive Director of the TDC, County Economic Development and City/Town CRA's (Community Redevelopment Agencies), Chambers of Commerce or

any other such entities in order to increase the County's competitiveness as a travel destination. Such assistance may include the development of collateral materials and coordination of meetings with County & City/Town entities among others. However, if requested by BCC, County or TDC, Discover shall assist for specified activities.

**F. Airlift Development.** Discover will support an airlift development strategy through media investments targeting key feeder markets in collaboration with the County's Tourist Development Council and Department of Airports/PBIA and in keeping with the Annual Marketing Plan. This will be subject to the investment decisions agreed to by all parties with the goal of increasing inbound tourist arrivals into Palm Beach County. Such strategy may include domestic and/or international airline service whether scheduled or charter.

**G. Other Duties.** Discover shall perform such additional related duties and services as may be required from time to time by the COUNTY. Such duties shall include the operation and maintenance of a computer network for Discover, the TDC and participating entities funded by the COUNTY's Tourist Development Tax, on terms consistent with this Agreement and in accordance with the budget for each such entity as approved by the TDC. Such services will not detract from Discover's core mission to enhance the Brand of Palm Beach County and increase visitors from all key markets. Discover may charge a prorated fee to such entities for this service. Revenues from such services shall be in compliance with Discover's financial policies on the treatment of Discover's operating account.

**2. Selection and Termination of Contractors.** The services described in paragraph 1 may be provided by independent/professional services contractors under contract with Discover in accordance with the Annual Marketing Plan and the Annual Budget of Discover. The terms of

any such contracts shall not extend beyond the expiration or earlier termination of this Agreement or any renewal thereof, and all such contracts shall expressly provide such limitation. No such contract or agreement shall obligate the COUNTY in any manner to any third party.

All contractors shall be solicited and selected in accordance with procedures for the procurement of goods and services attached hereto as Exhibit "E" and as listed in Discover's financial policies and procedures manual with procedures for maximization of participation of small business enterprises as specified in this Agreement. Any personnel or entities with which Discover enters into contracts for services shall be specifically experienced in, and qualified for the provision of such services. Discover shall monitor and evaluate the performance of all such contractors. Discover shall insure that all parties to such contracts document and/or report on the duties performed and services provided. Discover shall provide to the TDC, at the TDC's request, a summary report of the results of such monitoring and evaluation, and shall take reasonable measures to assure the continued satisfactory performance of all contractors. Discover shall consult with the Executive Director of the TDC before such contract is terminated.

**3. Compensation and Method of Payment.** Costs incurred by Discover in performing the duties and providing the goods and services described in the Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "A" of the Tourist Development Plan. Payments to Discover shall be consistent with the Annual Marketing Plan, as approved by Discover's Board of Directors and adopted by the TDC and the Annual Budget adopted by the COUNTY, and shall be made only for expenditures which are specifically authorized by the COUNTY. Discover's Annual Budget as set forth in the attached Exhibit "A," shall constitute, as between the COUNTY and Discover, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.

Payments by the COUNTY shall be made to Discover in accordance with the fiscal procedures of the COUNTY as payment for authorized expenditures or provision of goods or services, following Discover's determination that the goods and services have been properly provided, and upon submission of invoices by Discover to the Executive Director of the TDC or the County Administrator or his/her designee, and a determination by the Executive Director of the TDC or the County Administrator or his/her designee that the invoiced payments are authorized as defined above, that the goods or services covered by such invoice have been provided or performed in accordance with such authorization, and that there has been no offset or reduction of the claimed expense by non- public funding or contribution of goods and/or services.

Each invoice submitted by Discover shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced. Discover shall certify in writing any subcontractors, subconsultants and suppliers that have not been paid for invoiced work and materials from previous progress payment reports received by Discover prior to receipt of any further progress payments. During this Agreement and upon completion of this Agreement, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way shall create any contractual relationship between any subcontractor, subconsultant or supplier or any liability on the COUNTY for Discover's failure to make timely payments to the subcontractor, subconsultant or supplier.

It is mutually agreed that Discover shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to Discover on a continual basis amounts properly payable under this Agreement and supported by receipted invoices submitted by Discover. Any travel and entertainment expenses incurred by Discover may be reimbursed to Discover by the COUNTY only upon the express written approval of the Executive Director of the TDC or his/her designee and within the limitations imposed by law

upon the COUNTY. Moreover, COUNTY shall not reimburse Discover 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. Where Discover is able to establish that payment of expenditures in advance will provide a cost savings, Discover shall be paid in advance.

Discover 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 Discover's Annual Budget, included in the attached 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 ten percent (10%) at the discretion of Discover; adjustment in excess of ten percent (10%) of any line item must be authorized by the TDC and the County Administrator or his/her designee.

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

**4. Reserved**

**5. Reporting.** Discover shall provide certain reports to the TDC, through the TDC's Executive Director, on a regular basis. These reports shall consist of (1) monthly reports which shall consist of a summary of the duties and services which have been performed pursuant to this Agreement; (2) semi-annual reports relating to Performance Measures as specified in paragraph 6.B and semi-annual reports relating to Discover's Conflict of Interest policy in a form and as detailed as required by the TDC; and (3) any other reports as may be requested by the TDC's Executive Director that relate to the duties and responsibilities of



Discover under this Agreement.

**6. Policies and Procedures; Performance Criteria.**

A. **Policies and Procedures.** Discover shall develop guidelines, policies and procedures which, upon approval by the TDC/COUNTY, shall further govern Discover in its performance of the duties and services contemplated by this Agreement. The guidelines, 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. Discover shall in the performance of its duties provided for in this Agreement, adhere to and act in conformity with the policies set forth in the following attachments:

- Exhibit "B" - Moving Expense Reimbursement Policy
- Exhibit "C" - Conflicts of Interest Policy
- Exhibit "D" - Reserved
- Exhibit "E" - Procurement Policy
- Exhibit "F"- Convention Center Booking Policy
- Exhibit "G" - Travel and Entertainment Policy
- Exhibit "H" – Performance Measures
- Exhibit "I"- Salary Ranges
- Exhibit "J"- Compensation Policy
- Exhibit "K" - Organizational Chart
- Certificate of Insurance

The provisions of this Agreement, including the policies set forth in the Exhibits listed above shall have control over any provisions of Discover's guidelines, policies and procedures which may be in conflict with the provisions, except any guideline, policy or procedure which may hereafter be adopted by Discover and approved by the COUNTY.

B. **Annual Review: Performance Measures.** The Executive Director of the TDC will prepare and submit to the TDC and Chair of Discover's Board an annual evaluation of Discover's performance of its duties under this Agreement. Such evaluation will be discussed with the Executive Committee of Discover's Board and its President & CEO prior to submission to the TDC. The evaluation of Discover's performance shall be

completed prior to Discover's evaluation of its President and CEO. In the performance of its duties under this Agreement, Discover agrees to make good faith efforts to achieve the performance measures and budget goals established at the beginning of the fiscal year, in keeping with industry standards. The performance measures are attached hereto and incorporated herein as Exhibit "H". The annual budget is attached hereto and incorporated herein as Exhibit "A". Such exhibits shall be updated annually as part of the annual Marketing Plan approved by the TDC under paragraph 1-A.

**C. Contracts: Independent Contractor.** All contracts for professional and consulting services entered into by Discover under this Agreement shall be in writing and shall state that Discover 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 in writing, 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. Approvals by County.** 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, unless otherwise provided herein, 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 and endorsement by the TDC in accordance with Ordinance No. 95-30, as amended, (as set forth in Palm Beach County Code Chapter 17, Article III) and Resolution R-83-944, as it may be amended from time to time. The Executive Director of the TDC shall place all items to be considered by the TDC on the meeting agenda thereof and shall make his/her recommendation to the TDC on any item.

**E. Property Control.** All furniture or equipment acquired by or for the use of Discover 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, as may be amended and applicable property control procedures of the COUNTY. Said furniture and equipment shall be and remain the property of COUNTY. Discover 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.

**F. Financial Procedures: Accounting and Use of Non-Public Funds.**

Discover's policies and procedures shall make provision for one or more separate accounts for receipt of non-public revenues received by Discover such as membership dues, referral fees, participation fees, event fees and any other Non-Public Funds (NPF) and contributions which may be used for the payment from such expenses of Discover that are not reimbursed pursuant to paragraph 3 of this Agreement regarding compensation and method of payment. Private (NPF) contributions may augment Category "A" funds, reduce and/or offset requests for County payment or reimbursement or be used to pay for expenses which are not eligible for Tourist Development Tax revenues. Discover shall incur and pay only such expenses as are lawful, ordinary and necessary administrative and operating expenses incurred in connection with the marketing and promotion of Palm Beach County tourism, including, when applicable, marketing of the Palm Beach County Convention Center and long-term sales of the Center as described herein.

Discover has established a written policy which sets forth financial procedures for the handling and management of "Non-Public Funds". Discover has submitted such policy to the Executive Director of the TDC and the County Administrator and/or his/her designee, for review and approval. Discover shall comply with such policy and shall review and provide proposed updates to the policy to the TDC and/or County Administrator or his/her designee annually.

**G. Audit/Role of Audit & Finance/Budget Standing Committees.** Discover shall maintain the following committees, as established in its bylaws and shall carry out the following functions:

**The Audit Committee** shall ensure that Discover has an independent audit of its financial statements conducted annually by a qualified independent auditor/firm in accordance with generally accepted accounting principles, shall recommend the independent auditor/firm for full Discover Board approval, shall receive the audit report and any other reports relating to the audit or to the assets and collection management practices of Discover, and shall periodically report the auditor's findings and recommendations to Discover's Board of Directors. The auditor and the Chair of Discover's Board or his/her Board designee shall present the audit 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 require consideration by the TDC, Discover's auditor and Board Chair or his/her designee shall be required to attend the TDC meeting at which the Audit will be considered.

Discover will re-bid and replace its private auditors at least every five (5) years. The initial contract shall be for a term of three (3) years with two (2), one (1) year renewals at the option of Discover.

**The Finance/Budget Committee** shall coordinate Discover's Board's financial oversight responsibilities by recommending policy to Discover's Board, interpreting it for the staff, and monitoring its implementation. The Finance/Budget Committee shall monitor the Corporation Discover's financial records; review and oversee the creation of accurate, timely, and meaningful financial statements to be presented to Discover's Board; review the annual budget and recommend it to the full Discover Board for approval; monitor budget implementation and financial procedures; review internal

financial controls; monitor budget assets; monitor compliance with federal, state, and other reporting requirements; review the organization's insurance coverage; and help the full Discover's Board understand the organization's finances. Discover shall provide a copy of the audit along with the accompanying management letter to the TDC. The report of the audit shall be available for inspection pursuant to paragraph 12 of this Agreement.

**H. Legal Counsel.** The contract of Discover's legal counsel shall be resolicited at least every five (5) years; however Discover will not be required to hire different counsel at the time of resolicitation. The contract with the lawyer or legal firm shall consist of an initial term of three (3) years with two (2) one (1) year renewals at the option of Discover.

**I. Certifications.** Discover shall maintain its certification by Destination Marketing Association International. Discover will maintain and inform the Executive Director of the TDC of the accreditation renewal schedule and the requirements of the renewal six months prior to its occurrence.

**7. Independent Contractor.** Discover is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an agent or servant of the COUNTY. The officers, employees, servants and agents of Discover shall not be considered to be officers, employees, servants 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 Discover's sole direction, supervision and control. Discover shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Discover's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, agents or servants of Palm Beach County.

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

A. Discover will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, national origin, sex, age, handicap, ancestry, disability, familial status, sexual orientation, gender identity and expression, marital status, or genetic information 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 apprenticeship.

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

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

**9. Non-Competition.** Discover shall not provide services or perform duties of a nature substantially similar to those contained in this Agreement regarding any resort area or tourist attraction on behalf of any association, corporation, person, group, or public or private agency or any other legal entity, other than Palm Beach County except that Discover may enter into strategic alliances with other bureaus and entities in the region with the goal of attracting regional events, group bookings or international airline service, among others. Alliances with other bureaus relative to Convention Sales and other cross promotional programs shall also be exempt from this provision.

**10. Certification of Conduct.** Discover hereby certifies that it will not attempt in any manner to improperly influence any specifications, or be unlawfully restrictive regarding any purchase of services or commodities by the COUNTY.

**11. Certificate of Authority and No Conflict.** Discover 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.

**12. Availability of Records.**

A. Discover shall maintain and preserve records, books, documents, papers, and financial information pertaining to work performed under this Agreement. Discover 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 Discover. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

B. The parties expressly agree that any and all records of Discover relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Florida Statutes, and provided such records are not otherwise exempt from disclosure under Chapter 119 or any other applicable provision of law.

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

**13. Findings Proprietary.** Any reports, information or data given to, prepared or assembled for or by Discover 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, unless otherwise required by law. 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 Discover 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.

**14. Intellectual Property.** All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property created by or on behalf of Discover or the COUNTY under this Agreement or otherwise under Category "A" of the COUNTY's Tourist Development Plan shall be the property of the COUNTY, and Discover hereby assigns to the COUNTY any and all rights Discover has or may acquire in such intellectual property, including, but not limited to, the trade name "Discover the Palm Beaches", the official Tourism Marketing Corporation for Palm Beach County. The COUNTY hereby grants an exclusive license to Discover for the use of such intellectual property during the term of this Agreement for the purpose of carrying out Discover's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including required approvals by the COUNTY, and provided further, that any and all revenues derived from such use by Discover shall be applied solely to the performance enhancement of Discover's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by Discover to the COUNTY. Discover shall take no action inconsistent with the COUNTY's rights in such intellectual property, and will take reasonable actions, including registration or assignment of trademarks and trade names, as necessary and appropriate to protect the COUNTY's rights in such property. Discover is authorized and directed to include the COUNTY's name and logo and the names of the current members of the COUNTY's Board of County Commissioners in any publications of Discover primarily intended for local "in county" distribution.

**15. Prohibition of Assignment.** Discover 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.

**16. Conflict of Interest.** Neither Discover, 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. In addition, Discover's bylaws or policies and procedures shall incorporate the Conflicts of Interest Policy attached hereto as Exhibit "C". Discover shall act in compliance with and enforce such policy.

**17. Authority to Practice.** Discover hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY upon request. In addition, Discover shall at all times, conduct its business activities in a responsible manner and in compliance with any and all applicable ordinances, statutes, laws or regulations.

**18. Insurance.** Discover shall maintain in full force and effect at all times during the life of this Agreement, the types of insurance coverages and limits required in this paragraph and has been approved by the COUNTY in order to execute its role under this Agreement.

**A. Certificate of Insurance.** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Discover shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall name the COUNTY as an additional insured, and shall clearly indicate that Discover 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 thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve Discover of its liability and obligations under this Agreement.

**B. Comprehensive General Liability Insurance.** Discover 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 One

Million Dollars (\$1,000,000) per occurrence to protect Discover 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 Discover or by anyone directly employed by or contracting with Discover.

**C. Comprehensive Automobile Liability Insurance.** Discover shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability to protect Discover 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 Discover or by anyone directly or indirectly employed by Discover.

**D. Workers' Compensation Insurance.** Discover 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.** Discover shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of One Million Dollars (\$1,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies or finances; provided, however, the County Administrator or his/her designee may authorize a bond in such lesser amount (but in no event less than Three Hundred Thousand Dollars (\$300,000)) as may be available in the marketplace after diligent effort; and provided further, however, that in such case Discover will reapply for coverage in an amount not less than One Million Dollars (\$1,000,000) within one hundred and twenty (120) days from the effective date of this Amended and Restated

Agreement. Such bond shall include or be endorsed to cover "third party" liability and include a third party beneficiary endorsement in favor of the County.

**F. Directors and Officers Insurance.** Discover shall maintain during the life of this Agreement Directors and Officers Insurance in the amount of One Million Dollars (\$1,000,000).

**19. Indemnification.** Discover shall indemnify, save and hold harmless the COUNTY, its officers, employees, servants 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 Discover, its officers, directors, employees, and agents in the performance of services under this Agreement. Discover 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 Discover, for which the COUNTY, its officers, employees, and agents are alleged to be liable.

**20. Term of Agreement.** Except as provided herein to the contrary, this Agreement shall be in effect until September 30, 2017. This Agreement may be modified only upon mutual agreement in writing.

**21. Termination.** The COUNTY or Discover may terminate this Agreement at any time without cause by giving the other one hundred eighty (180) days advance written notice of such termination and specifying the effective date thereof. If Discover or the COUNTY, 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 the other, then if such default is not cured, the non-defaulting party may at its option terminate this Agreement by giving the other written notice of its election to terminate this Agreement at least ten (10) days prior to the date of said termination. In the event the Board of County Commissioners

shall decide to terminate this Agreement without cause, Discover shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement to present its position and obtain clarification as to the reasons for such termination.

**22. Ordinance Amendment.** Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Palm Beach County Tourist Development Ordinance No. 95-30, as amended, (Palm Beach County Code Chapter 17, Article III), as the COUNTY may from time to time deem appropriate.

**23. Performance and Obligation to Pay.** Discover's performance and the COUNTY's performance and obligation to pay under this Agreement are 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 "A" uses and an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "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 Discover 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:

County Administrator  
301 N. Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, FL 33401

with a copy to:

County Attorney  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401

with a copy to: Executive Director  
Tourist Development Council  
1555 Palm Beach Lakes Boulevard,  
Suite 900  
West Palm Beach, FL 33401

and if sent to Discover, shall be mailed to:

President & CEO  
Discover Palm Beach County, Inc.  
1555 Palm Beach Lakes Boulevard  
Suite 800  
West Palm Beach, FL 33401

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

**27. Small Business Enterprise.** Discover shall comply with the provision of the Palm Beach County Small Business Ordinance as codified in Sections 2-80.21 through 3-81.34 (as amended) of the Palm Beach County Code, 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.

**28. Palm Beach County Office of the Inspector General Audit Requirements.** Pursuant to Palm Beach County Code, section 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**29. Palm Beach County Code of Ethics.** The BCC appointees to Discover 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.

Pursuant to the PBC Code of Ethics, 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).

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(f)(1) and (f)(2).

**30. No Third Party Beneficiaries.** No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or Discover.


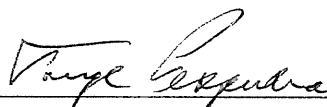
IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement on the day and year first above written.

ATTEST: PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS  
Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deputy Clerk Priscilla A. Taylor, Mayor


(SEAL)

ATTEST: DISCOVER PALM BEACH COUNTY, INC.

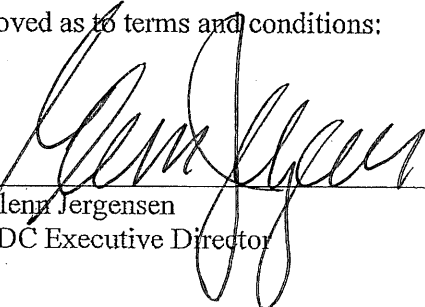
By:  By:   
Joe Cardenas, Secretary/Treasurer Jorge Pesquera, President & CEO

(SEAL)

Approved as to form and legal sufficiency:

By:   
Rikki Lober Bagatell  
Discover Attorney

Approved as to terms and conditions:

By:   
Glenn Jergensen  
TDC Executive Director

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Dawn S. Wynn  
Senior Assistant County Attorney

# Discover Palm Beach County

## Exhibit A

### FY 2015 Line Item/Program Budget

	Actual FY 2012	Actual FY 2013	Adopted Budget FY 2014	Amended Budget FY 2014	Forecast FY 2014	Budget FY 2015
<b><u>Personnel Expense</u></b>						
Wages & Salaries	2,559,820	2,489,822	2,924,000	2,851,900	2,823,381	2,956,262
Payroll Taxes	200,415	203,126	234,387	228,636	226,350	240,821
Employee Benefits	614,347	687,577	856,454	840,157	731,756	874,674
<b>Total Personnel Expenses</b>	<b>3,374,582</b>	<b>3,380,525</b>	<b>4,014,840</b>	<b>3,920,694</b>	<b>3,781,487</b>	<b>4,071,757</b>
<b><u>Marketing &amp; Promotion Expense</u></b>						
Travel & Entertainment	220,694	159,743	197,378	163,278	161,645	169,967
Trade Show Participation	312,942	213,031	201,883	177,065	175,227	181,021
Destination Reviews	132,656	159,296	147,000	147,000	145,530	148,925
Sales Missions / Media Missions	176,096	248,153	237,990	207,790	205,712	182,175
Event Hosting within PBC	95,925	223,434	285,000	279,000	276,210	293,150
Advertising, Traditional / Online Media	3,646,154	3,320,820	2,664,864	2,632,303	2,605,980	3,185,000
Contracted Marketing Services	427,277	375,972	753,676	753,676	746,139	903,396
Tourism Sponsorships / Grants	116,310	43,350	95,000	95,000	94,050	125,000
Advertising, Website (CVB)	140,651	171,571	76,096	76,096	75,335	239,804
Advertising, Printed marketing Collateral	83,541	147,002	160,000	160,000	158,400	295,000
Promotional Items	44,934	5,336	9,000	5,000	4,950	1,000
Research	28,178	72,691	46,100	46,100	45,639	100,600
Fulfillment	112,666	30,641	115,003	115,003	113,853	131,213
Other Promotional Activities	-	-	-	-	-	3,000
<b>Total Marketing &amp; Promotion Expense</b>	<b>5,538,023</b>	<b>5,171,041</b>	<b>4,988,991</b>	<b>4,857,311</b>	<b>4,808,670</b>	<b>5,959,251</b>
<b><u>Administrative &amp; General Operations</u></b>						
Dues & Subscriptions	82,756	60,360	66,736	41,286	40,873	50,663
Data Processing / Computer	12,881	31,466	72,670	72,670	71,943	88,808
Office Equipment & Fixtures, Computer Hardware	119,261	34,526	25,100	25,100	24,849	40,734
Professional Seminars & Conferences	31,025	34,370	43,689	43,689	43,252	69,045
Insurance	44,328	29,847	44,315	43,538	43,103	49,550
Professional Services	103,214	75,120	121,102	119,342	118,148	127,195
Office Supplies	23,362	19,793	43,550	43,450	43,016	32,720
Non- Colateral Printing / Photocopying	24,303	24,580	32,789	32,539	32,213	45,750
Rent / Utilities	3,609	2,573	4,000	4,000	3,960	4,000
Telecommunications	53,403	57,128	85,960	83,860	83,021	81,368
Postage	54,546	24,790	24,390	23,890	23,651	24,815
Bank Fees	5,704	6,206	8,410	8,355	8,271	8,300
Miscellaneous	6,163	2,341	17,200	17,200	17,028	9,050
<b>Total Administrative &amp; General Operations</b>	<b>564,557</b>	<b>403,102</b>	<b>589,910</b>	<b>558,918</b>	<b>553,329</b>	<b>631,998</b>
<b>Total Discover Contract</b>	<b>9,477,162</b>	<b>8,954,668</b>	<b>9,593,741</b>	<b>9,336,923</b>	<b>9,143,486</b>	<b>10,663,006</b>
<b><u>Marketing Stimulus/Investment Plan</u></b>						
Other Contractual Services	41,509	6,818	-	906,818	606,818	300,000
Advertising- Eco-Tourism	-	-	-	200,000	200,000	-
Convention Center Incentives	-	-	-	200,000	-	200,000
<b>Total Marketing Stimulus/Investment Plan</b>	<b>41,509</b>	<b>6,818</b>	<b>-</b>	<b>1,306,818</b>	<b>806,818</b>	<b>500,000</b>
<b><u>County Direct</u></b>						
Other Contractual Services	3,000	-	-	-	-	-
Telecommunication	7,655	-	-	-	-	-
Rent	291,920	291,920	291,920	291,920	291,920	291,920
Coop Advertising	-	45,000	75,000	75,000	66,408	75,000
IG Fee	13,075	18,208	14,339	14,339	13,103	14,339
<b>Total County Direct</b>	<b>315,650</b>	<b>355,128</b>	<b>381,259</b>	<b>381,259</b>	<b>371,431</b>	<b>381,259</b>
<b>Transfers Out - Special Projects</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Discover Expense</b>	<b>9,849,321</b>	<b>9,316,614</b>	<b>9,975,000</b>	<b>11,025,000</b>	<b>10,321,735</b>	<b>11,544,265</b>
<b>Discover - Reserves</b>	<b>2,736,722</b>	<b>2,655,321</b>	<b>1,051,157</b>	<b>1,605,006</b>	<b>3,212,790</b>	<b>1,149,900</b>
<b>Total Discover Palm Beach Available Funds</b>	<b>12,586,043</b>	<b>11,971,935</b>	<b>11,026,157</b>	<b>12,630,006</b>	<b>13,534,525</b>	<b>12,694,165</b>



EXHIBIT "B"

MOVING EXPENSE REIMBURSEMENT POLICY

Discover may be reimbursed by Palm Beach County, solely from tourist tax funds for moving expenses for employees hired for executive, administrative and professional positions.

Employees hired for positions in Pay Grade 21, or higher, 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 \$25,000, after obtaining written estimates as provided in the Policy and approval by the County Administrator or his/her designee.

Eligible employees shall submit three (3) written estimates and a paid invoice to Discover, who shall then submit the payment request to the Executive Director of the Tourist Development Council for certification of compliance with this Policy. Acceptance of less than three estimates will be permitted only on a showing that three qualified vendors were not available.

Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with Discover within one year from the date of employment, must reimburse Discover the full amount of the moving expenses originally paid. Discover will, in turn, reimburse Palm Beach County.

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## EXHIBIT "C"

### CONFLICTS OF INTEREST

Each Director shall be governed by the following Policy with respect to conflicts of interest. Each member of the Board of Directors has a duty to place the interest of the Corporation foremost in any dealings with or on behalf of the Organization. No Director shall use his or her position, or the knowledge gained therefrom, in such a manner that a conflict arises between the interest of the Corporation and his or her personal interests, except as may be permitted by the following Policy.

#### (1) Potential Conflict of Interest

(a) Any Director has a potential conflict of interest if that Director has a Financial Interest or is a party to any other circumstances substantial enough that such Financial Interest or other circumstance would, or reasonably could, affect his or her judgment as a Director. A Financial Interest exists if the Director has, directly or indirectly, through business, investment or family:

(i) An actual or potential ownership or investment interest in any entity with which Discover has a transaction or arrangement; or

(ii) An actual or potential compensation arrangement with any entity or individual with which the Discover has or is negotiating a transaction or arrangement.

(b) Compensation includes direct or indirect remuneration, as well as gifts or favors that are substantial in nature. This does not preclude the acceptance of items of nominal or insignificant value, or entertainment of nominal or insignificant value, which are unrelated to any transaction or activity of Discover.

#### (2) Procedure for Addressing the Potential Conflict of Interest

(a) Whenever a Director has knowledge of a potential conflict of interest with respect to that Director, the Director must disclose the existence of the potential conflict of interest to the Chair (or, if the Director is the Chair, to the Board). If any Director shall become aware of facts that may constitute a potential conflict of interest by another member of the Board, he or she shall bring such facts to the attention of the Chair (or, if the Director is the Chair, to the Board). Upon receipt of an assertion of a potential conflict of interest involving a Director, from another Director or any other source, the Chair shall notify the Director involved of the asserted potential conflict of interest, and shall determine whether there exists a potential conflict of interest, as defined in this Policy. (If the Director involved is the Chair, the determination shall be made by the Board.)

(b) In any case where a Director contests a determination of the Chair of the existence of a potential conflict of interest (or where the Director involved is the Chair), the Director shall be given the opportunity to disclose all material facts to the Board and to respond to their questions with respect to the matter, and the Board shall determine whether there exists a potential conflict of interest, as defined in this Policy.

(c) In any case in which:

(i) a Director has declared the existence of a potential conflict of interest;

(ii) the Chair has made an uncontested determination of the existence of a potential conflict of interest; or

(iii) the Board has made a determination of the existence of a potential conflict of interest,

then

(iv) during any Board consideration of any Board action relating to the potential conflict of interest, the Director shall declare the potential conflict of interest, shall make a full disclosure of all material facts with respect to the potential conflict of interest, shall absent himself or herself from Board consideration of the matter, and shall record a vote of abstention on any vote respecting the matter, such declaration, disclosure, absence, and abstention to be reflected in the minutes of the meeting, and

(v) the Board shall take any such other action as may be necessary or appropriate under applicable law and contractual obligations of the Corporation.

(d) As much as is possible, conflicts of interest are to be avoided, and in each case the Board shall where feasible make reasonable efforts to enter into an equally or more advantageous transaction or arrangement with a person or entity that would not give rise to a potential conflict of interest. However, the fact that a Director has a potential conflict of interest with the Corporation does not necessarily mean that a transaction or arrangement cannot occur. There may be occasions when the Board desires to engage in the transaction or arrangement, even with the potential conflict of interest. Transactions or arrangements are permissible if:

(i) Material facts are disclosed, and a majority of the disinterested Directors approves the transaction or arrangement in good faith; and

(ii) The transaction or arrangement is fair to the Corporation and in the best interests of the Corporation.

(e) The procedure to be used for determining that a particular transaction or arrangement is fair to the Corporation and in the best interests of the Corporation is a favorable vote, as provided under these Bylaws, by those Directors who are not involved in the potential conflict of interest. Nevertheless, if required in the judgment of the Board, resolution of any potential conflict of interest may necessitate:

(i) not entering into the transaction or arrangement;

(ii) the termination of a Directors relationship with a particular vendor or other entity, or

(iii) resignation by a Director as a member of the Board of Directors.

(3) Noncompliance with Policy

(a) If the Chair has reasonable cause to believe that a Director has failed to disclose a potential conflict of interest as defined in this Policy, the Chair shall inform the Director of the basis for such belief and afford the Director an opportunity to explain the alleged failure to disclose.

(b) If the Chair determines that the Director has in fact failed to disclose a potential conflict of interest as defined in this Policy, the matter will be referred to the Board and the Board shall take appropriate disciplinary or corrective action.

(4) Annual Disclosure, Annual Review

(a) Each Director shall annually complete a disclosure form identifying any relationships, positions, or circumstances which he/she believes, could contribute to a potential conflict of interest as defined herein.

(b) Each new Director shall be required to review a copy of this Policy and to acknowledge in writing that he/she has done so.

(c) This Policy on Conflicts of Interest shall be reviewed annually by the Board.

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EXHIBIT "C"

BOARD OF DIRECTORS OF DISCOVER  
PALM BEACH COUNTY, INC.  
CONFLICTS OF INTEREST

Disclosure Form for the Fiscal Year beginning: \_\_\_\_\_

Name: \_\_\_\_\_

Please describe any relationships, positions or circumstances in which you are involved that could contribute to a potential conflict of interest as defined in the Policy on Conflicts of Interest as adopted by the Board of Directors of the Discover Palm Beach County, Inc. Such relationships, positions, or circumstances might include service as a director of or consultant to a nonprofit organization receiving a grant from Discover, or ownership of a business that might provide goods or services to Discover. All information regarding business interests shall be treated as confidential to the extent permitted by law and shall be made available only to the Chair except to the extent disclosure is necessary in connection with the implementation of this Policy.

\_\_\_\_\_ I am not aware of any potential conflicts of interest.

\_\_\_\_\_ The following relationships may give rise to a potential conflict of interest:

I hereby certify that the above information is true and complete to the best of my knowledge, and agree to abide by Discover's Policy on Conflicts of Interest.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT "D"

RESERVED

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## EXHIBIT "E"

### PROCUREMENT POLICY

Contracts entered into by Discover in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Discover Management to educate staff who makes purchases as to Discover's obligations under this Contract. Failure to follow these guidelines may result in non-reimbursement of Discover Expenses. Procurement shall be conducted for the following categories hereof:

Awards will be made to the lowest responsive, responsible bidder or proposer whose offer is determined to be the most advantageous to Discover in its performance of its duties in accordance with the terms of this Agreement. Evaluation of bids, offers and proposals shall be based upon the criteria established by Discover 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 a contract which is in the best interests of Discover in the performance of its duties, obligations and functions as provided in this Agreement.

A. Contracts and purchases shall be made in accordance with the following procedures:

1. Between \$1,000 and \$10,000. Discover may contract to purchase goods or services between \$1,000 and \$10,000 by obtaining oral quotes for the goods or services. Discover will obtain a minimum of three (3) oral quotes and provide documentation or written justification to the satisfaction of the County for any lack thereof.
2. Between \$10,001 and up to \$25,000. Discover may contract to purchase goods or services between \$10,001 and up to \$25,000 by obtaining a minimum of three (3) written quotations for each item or group of items needed. Discover will obtain a minimum of three (3) written quotes and provide documentation or justification to the satisfaction of the County for any lack thereof. Requests for quotations will be mailed, faxed, or e-mailed to all prospective bidders, as feasible.
3. Between \$25,001 and up to \$50,000. Discover may contract to purchase goods and services between \$25,001 and up to \$50,000 by obtaining a minimum of three (3) written proposals. Any bid or request for proposals for the purchase of goods or services over \$50,000 shall require the prior approval of the Executive Director of the TDC. Discover will secure at least three (3) written proposals for each item or group of items needed and provide documentation or justification for lack thereof. Advertisements for written requests for proposals will be published no less than one time in a newspaper of general daily circulation, trade publication, or other appropriate vehicle 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.
4. Exceeding \$50,000. Contracts for purchases exceeding \$50,000 will be entered into according to the following procedures:

- a. Discover is responsible for drafting the Request for Proposal ("RFP") or Invitation for Bid ("IFB") to secure needed goods or services, and shall forward the IFB/RFP to the Executive Director of the TDC, with copy to the Assistant County Attorney assigned to the TDC.
- b. The Executive Director of the TDC will review and must approve the IFB/RFP to assure that the IFB/RFP meets the applicable requirements of this Agreement.
- c. Discover is responsible for placing the advertisement and notifying prospective bidders.
- d. Responses will be evaluated by a Selection Committee composed of the following six individuals:

Discover President

Executive Director of TDC

Discover Chair or designee Board member

Discover Staff member

County Administrator or Designee

TDC Board Member

Once a committee for a specific procurement has been chosen, the committee may convey and make a recommendation provided there is a majority of members present.

The recommendation of the Selection Committee will be acted on by the Discover's Board Executive Committee.

- e. Upon approval by the Discover's Board Executive Committee, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC.
- f. Upon approval by the TDC, the Executive Director of the TDC will place the item on the agenda for action by the Board of County Commissioners.
- g. If Discover's Board or the TDC does not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice, cancel or re-advertise the RFP. The determination of the Board of County Commissioners shall be final.

B. Vendor List. Discover 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. Discover will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from Discover's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.



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

D. Notwithstanding the requirements of Section A, Discover may purchase or contract for goods and services without competitive solicitation in the following cases:

1. Sole Source Purchases. The Executive Director of the TDC may authorize the purchase of goods or services without requests for bids, quotes or proposals when Discover has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need of Discover and is available through only one source. In the event such documentation is not provided or available, proof of appropriate advertising may be used to substantiate a sole source vendor is the only source of goods or services or that only one item meets the need of Discover.
2. Business Necessity and Emergency Purchases. Discover may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of business necessity or emergency. For purposes of this provision:
  - a. "Business necessity" shall mean that (i) the goods or services are necessary to the provision of contracted services under this Agreement and (ii) sufficient time is not available between the identification of the need for the goods or services and the time for provision of the goods and services to engage in written requests for proposals or bids.
  - b. "Emergency Purchase" shall mean a procurement made in response to a need for goods or services when the delay incident to complying in the requirements of Section A would be detrimental to the interests, health, safety or welfare of Discover.
3. Purchasing under Government Price Agreements. Discover may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided such agency or bureau is governed by procurement policies that require competitive selection. Contracts and purchases made under such agreements will be deemed as lowest bidder.

E. Professional and Consulting Services. All contracts for professional or consulting services shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which such services will be performed, the amount and 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. These contracts are still subject to the requirements of Section A. All other requirements of this Exhibit "E" shall apply to these contracts.

EXHIBIT "F"

CONVENTION CENTER BOOKING POLICY

It is the mission of the Palm Beach County Convention Center to maximize the economic impact generated by out of town visitors' attendance at conventions, trade shows and any other events taking place at the venue. It is the parties' intention that responsibility for events being booked into the Center less than eighteen (18) months prior to the opening date of the event, referred to herein as "short-term-sales," will be the responsibility of the management firm operating the Center on behalf of COUNTY. The parties recognize that some events booking more than eighteen (18) months in advance but lacking substantial room night use will be treated as "short-term", and some events booking less than eighteen (18) months in advance but with substantial room night use will be treated as "long-term". Discover will cooperate closely with the management firm operating the Center in making such determinations and in achieving the best possible combination of building revenue, hotel revenue, and economic impact to the County. Discover's Convention Center long-term sales will be fully integrated into the Group Sales program, with all group sales staff trained by Center Staff in the Center's Features and Facilities and charged with developing qualified leads for the Center. The Group Sales Staff will provide to the Center and the Executive Director of the TDC an annual schedule of projected sales goals. The group sales component shall also include a program of financial incentives for attracting group business that is competitive with current industry practices. At all times the focus of Discover's Convention Center sales and marketing efforts will be on events requiring overnight hotel accommodations and providing the maximum economic impact to the COUNTY.

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## EXHIBIT "G"

### TRAVEL & ENTERTAINMENT POLICY

Florida Statute 125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for Palm Beach County. The statute authorizes reimbursement for "actual and reasonable" expenses. All expenses/purchases must have receipts, with the exception of tips to bellman/valets that are less than Ten Dollars (\$10). (See section on Receipts)

Staff of Discover is 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 President/CEO, in connection with the performance of promotional, seminars, conferences, and other duties of Discover. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the tourism industry. All travel and entertainment-related expenditures in excess of Ten Dollars (\$10) shall be substantiated by paid invoices. Palm Beach County PPM CW-F-009 Travel Policy is utilized when Section 125.0104, Florida Statutes, does not govern this policy.

Tourism Promotion and Convention Sales activities shall include consumer and trade shows, familiarization tours, sales missions, and other travel related and entertainment expenses that are incurred by officers and employees of Discover, other authorized persons, travel writers, tour brokers, or other persons connected with the tourism industry, including the convention meeting industry, in the course of promoting Palm Beach County and the Palm Beach County Convention Center.

Travel for staff will be pre-approved by the President/CEO and the President/CEO's travel will be approved by Discover's Executive Committee.

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#### 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 Business Travel News Per Diem schedule distributed at the beginning of each fiscal year. If a particular city is not listed in the Per Diem schedule, 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 gratuity on any meal is Fifteen Percent (15%); provided, however, that in any case where the gratuity is included in the bill presented for the meal, then the gratuity will be paid in the full amount assessed by the serving establishment. 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. This publication breaks down per diem into meals and incidental (MIE), and lodging. The MIE rate is inclusive of tips for meals and other related expenses.

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 staff of Discover attends the ITB trade show in Berlin all hotels increase their rates significantly for this event. Since they have little choice but to pay a rate that is well above the rates published in the guide, it will be reimbursed because it is actual and reasonable under the circumstances.

Foreign Exchange Rate: Expense reports containing a mix of cash and credit card expenses will be reimbursed using (a) the actual rate of exchange shown on the credit card statement for each charge and (b) the average of the Interbank Rate for eligible cash expenditures incurred during the time the traveler was in the country, as published by OANDA.com. The average rate as published by OANDA.com shall be attached to each expense report. Expense reports that have only credit card charges shall be reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the expense report.

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.

### AIR TRAVEL

For all air travel, the traveler shall obtain the most economical means of travel that is reasonable under the circumstances as approved in advance by the President /CEO or his/her senior level designee in conjunction with the annual Marketing Plan.

### RECEIPTS ARE REQUIRED FOR ALL EXPENDITURES

TIPS: All tips for portage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. Tips over Ten Dollars (\$10.00) given for portage of large and/or numerous boxes of material or displays require explanations and receipts. Tips for meals are to be included in the meals column, NOT the tips column of the expense report. The per diem schedule for meals is inclusive of tips.

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## ENTERTAINMENT

Entertainment expenses are those incurred while meeting with travel writers, tour brokers and other persons connected with the tourism industry. Such expenses shall be limited to the following maximum amounts per person per day, as approved in advance by the President /CEO or his/her senior level designee in conjunction with the annual Marketing Plan:

Breakfast	\$30.00	A maximum Twenty Percent (20%) gratuity may be added to these rates.
Lunch:	\$70.00	
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 a reception, photography and special decorations are not included.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance.

## EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard Discover expense report form, as updated from time to time. Requests for reimbursement for mileage shall be done using a mileage expense report form as a backup to the standard expense report. Each expense report must be approved by the President/CEO or his/her designee. The appropriate account code should be shown on the expense report.

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FY 2015 OBJECTIVES

- 1 Consumer and Travel Industry database increases to 275,000 records
- 2 Maximize advertising placement and frequency to generate 650,000 inquiries
- 3 Generate 850,000 unique visitors to the DPBC website
- 4 Book 87,000 room nights for the hotel group sales effort
- 5 Issue 44 high-value press releases related to the destination
- 6 Generate 80 participants in Destination and Site reviews
- 7 Achieve free press coverage with an advertising equivalent dollar value of \$8,000,000
- 8 Book 15,200 room nights for events using the Convention Center
- 9 Collaborate on 4 DPBC/Convention Center Joint Activities

<u>PERFORMANCE MEASUREMENTS</u>	<u>Actual</u>	<u>Estimated</u>	<u>Projected</u>	<u>Category</u>	<u>Obj.</u>
<u>Discover</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>		
<b>Performance Measure Description</b>					
Consumer & Travel Industry Data Base	239,532	245,000	275,000	Workload	1
Advertising Inquiries (1)	695,063	600,000	650,000	Workload	2
Unique Visitors to Web Site (2)	991,914	800,000	850,000	Workload	3
Booked Room Nights - Hotel Lead Program	85,846	81,000	87,000	Workload	4
Press Releases	38	40	44	Workload	5
Destination Review & Site Participation (3)	168	75	80	Workload	6
Advertising Equivalent Value of Press Coverage (4)	\$ 15,508,226	\$ 5,000,000	\$ 8,000,000	Workload	7
Booked Room Nights - Convention Center	4,287	7,500	15,200 *	Workload	8
DPBC/Convention Center Joint Activities (5)	6	4	4	Workload	9

\* - Recommend this goal be reassessed based upon on a firm construction time line and opening date.

- (1) Database Cleansing for email address database from FY13 to FY 14 lowered base
- (2) Mix Impact of enhanced search engine optimization and increase in social media channels
- (3) FY13 reflects increased number of Leisure Destination Reviews participants domestic and international
- (4) Change FY13 to FY14 reflect media review volume associated with October 2012 Debate at Lynn University
- (5) FY13 to FY14 additional tradeshow shared in FY13 between Discover and Global Sales- PBC Conv. Ctr.

EXHIBIT "T"  
Salary Structure

<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Positions</b>
26	\$ 150,635	\$ 188,294	\$ 225,953	President/CEO
22	\$ 74,892	\$ 122,872	\$ 170,852	Vice Presidents & Associate Vice Presidents
17	\$ 37,234	\$ 67,460	\$ 97,685	Sr. Directors, Directors, and Managers Technological , Financial, & Marketing Staff
13	\$ 21,289	\$ 34,928	\$ 48,566	Assistant to: President/CEO, Vice Presidents & Directors  Sr. Coordinators, Coordinators & Specialists

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## EXHIBIT "J"

### COMPENSATION POLICY

The salaries provided by Discover to its employees shall be in conformity with the specific salary ranges set forth in its guidelines, policies, and procedures. Overall annual salary adjustments to employees of Discover, which are funded from revenues derived from the Tourist Development Tax shall not exceed the amount established for such fiscal year pursuant to the following "pool of funds" approved by the TDC and COUNTY:

1. For employees paid for by TDC funds, show the name, starting date, position, and salary range for the position, and their gross salary as of September 30th immediately preceding the fiscal year and the anticipated date of any merit increase during the fiscal year.
2. Compute the annual percentage of each individual's salary as of said Sept. 30<sup>th</sup>.
3. Compute the number of days from the anticipated date of merit increase until the end of the fiscal year and divide the number of days into 365.
4. Multiply the answer in "3" by the amount in "2".
5. The sum of the amount computed in "4" for each employee shall be the maximum amount that can be used for merit increases during the fiscal year.

Each time an employee is given a merit increase, Discover shall submit a report to the TDC Executive Director stating the amount of the increase, along with a running total of any and all previous increases, and the net amount available as of the date of the report.

Increases will be based on merit performance only and not cost of living increases. The limitation on merit increases established by this Salary Policy shall not apply to the promotion of an employee to the minimum salary level of a new job category or the reclassification/consolidation of a job description and the attendant salary and/or benefit adjustment associated therewith.

Any additional compensation provided the President shall be paid only from private funds and shall not increase the base salary paid from tourist tax revenues. In the event such compensation is paid, Discover shall immediately notify the TDC and the County of such payment.

Any salary adjustment for the President shall be effective October 1st of each year. The County Administrator and the TDC Executive Director shall be given an update of all tourist tax funded staff positions along with full disclosure and backup at the end of each fiscal year.

In addition to salaries paid in accordance with this Salary Policy, Discover may pay additional compensation to certain sales personnel pursuant to a Sales Incentive Program in such form as may be adopted from time to time with notice to the TDC Director and within such dollar amounts as may be provided for such program in the Annual Budget attached hereto as Exhibit "A".

Discover may establish benefits for Discover employees. These benefits may include but not be limited to:



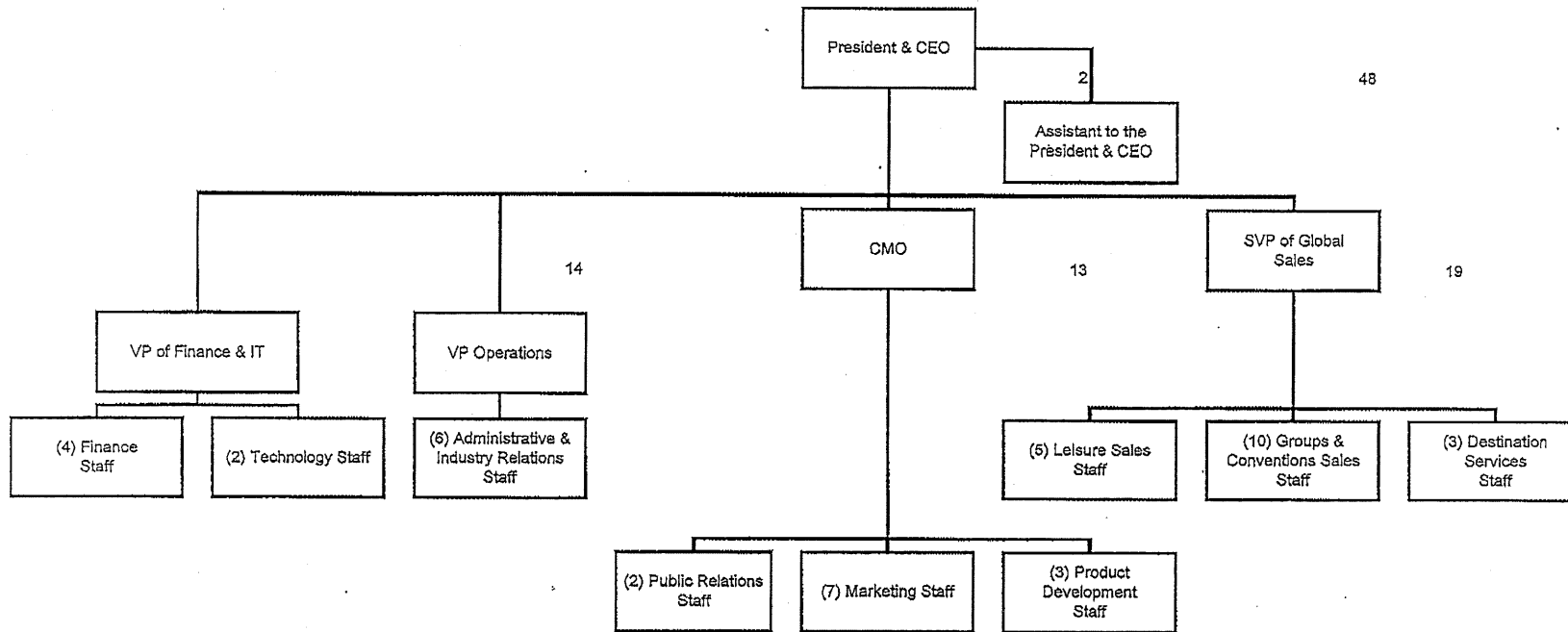
1. A Retirement Plan. Discover may establish a qualified defined contribution retirement plan. Contributions to such plan shall not exceed seven (7%) percent of the employees' actual salaries.
2. A Car Allowance. A car allowance may be provided to certain staff that use their personal vehicle on a regular basis for business purposes. In setting this allowance, Discover will evaluate potential travel and set the allowance according to the County auto allowance PPM CW-F-008.
3. A Health Plan. Discover may establish a health plan that includes medical and dental coverage. As part of said plans Discover may establish a qualified Health Savings Account (HSA) with funding support by Discover and employees to cover the yearly out of pocket deductibles.
4. Other Insurance plans. Discover may establish other insurance plans for the benefit of employees. These plans may include but not be limited to vision, life, AD&D, and long & short term disability.

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# Discover Palm Beach County

## FY 2015 Organizational Chart

### Exhibit "K"





# CERTIFICATE OF LIABILITY INSURANCE

DISCPAL-01

FOWLERC

DATE (MM/DD/YYYY)  
10/1/2013

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 Insurance Office of America-JUP Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Carolyn Fowler
	PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS: Carolyn.Fowler@loausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Southern-Owners Insurance Company	NAIC # 10190
INSURER B: Auto-Owners Insurance Company	18988
INSURER C: Transportation Insurance Company	20494
INSURER D: Travelers	
INSURER E: Scottsdale Insurance Company	41297
INSURER F:	

INSURED Discover Palm Beach County, Inc. dba Palm Beach County Convention & Visitors Bureau 1555 Palm Beach Lakes Blvd, Suite 800 West Palm Beach, FL 33401	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	X	7270070613	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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		7270070613	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4740089100	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	5094636760	10/1/2013	10/1/2014	<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
D	Employee Dishonesty		105584996	10/1/2013	10/1/2014	Deductible \$10,000 1,000,000
E	Directors & Officers		EK13112312	10/1/2013	10/1/2014	\$0 Retention 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is included as Additional Insured with respect to General Liability

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County Board of County Commissioners Attn: TDC 1555 Palm Beach Lakes Blvd, #900 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>C. Ray Dorsey</i>
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