3EE-3

Agenda	Item	#:

# BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY

### **AGENDA ITEM SUMMARY**

Meeting Date: Department	9/27/2016	[X]	Consent Ordinance	[]	Regular Public Hearing
Submitted By:	TOURIST DE	EVELO:	PMENT COUNCI	<u>L</u>	
Submitted For:	DISCOVER P	ALM B	BEACH COUNTY.	INC.	

### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** The Seventh Amendment to the Agreement (R2012-1320) with Discover Palm Beach County, Inc. (Discover) for the provision of services under the Palm Beach County's Tourist Development Plan during the period of October 1, 2016 through September 30, 2017 in the amount of \$15,115,000 in contractual services and \$2,123,689 in stimulus funds, indirect cost and reserves for a total of \$17,238,689. This will be the final year of a five year agreement.

Summary: The Seventh Amendment to the Agreement updates for the Fiscal Year 2017 are Exhibit "A" – Annual Budget; Exhibit "H" – Performance Measures; Exhibit "I" – Salary Structure and Exhibit "K" – Organizational Chart. The Seventh Amendment to the Agreement includes revised changes for the contract defining the role of the Tourist Development Council (TDC) as an advisory board appointed by the Board of County Commissioners and the addition of Brand Compliance for advertising performed by the agencies on behalf of the COUNTY. The Seventh Amendment also includes the insertion of Public Records language to comply with state law. An attached Annual Report on diversity, as required in the agency contract, is included. In addition, stimulus funds, indirect cost and reserves totaling \$2,123,689 are included for a total budget of \$17,238,689. These contract changes have been reviewed and approved by the TDC Finance Committee and the TDC Board. (TDC) Countywide (DW)

Background and Justification: Under the current Agreement, Discover develops and implements the Annual Tourism Marketing Plan for the County. All expenditures by Discover under the Agreement must be made in accordance with an Operating Budget included as Exhibit "A" to the Agreement, from funds appropriated annually by the County. Exhibit "I"- Salary Structure reflecting a 3 percent increase in all grades and updates diversity attachment to the Agreement. The Seventh Amendment to the Agreement further defines the role and responsibilities of the Tourist Development Council as an advisory board, appointed by the Board of County Commissioners, using the implementation of the Tourist Development Plan on matters related to tourism sales, marketing, advertising, tourism grants, convention center sales in order to help increase overall visitation and lodging facility occupancy. Brand Compliance is a condition of TDC funding support in print, digital, video and other marketing channels. Utilization of the Tourism Brand Identity, approved by the Board of County Commissioners, will be used by all TDC agencies of record with guidelines monitored by the TDC staff for compliance. The Seventh Amendment also includes the insertion of Public Records language to comply with state law.

**Attachments:** The Seventh Amendment to the Agreement with Exhibits and attachment

Recommended by:

Department Director

Approved By:

County Administrator

Date 9/21/6

# II. FISCAL IMPACT ANALYSIS

<b>A.</b> 1	Five Year Summary of 1	Fiscal Impac	et:			
Fisc	al Years	2017	2018	2019	2020	2021
Cap	ital Expenditures					
Ope	erating Costs	\$15,115,00	0 <u>tbd</u>	tbd	tbd	<u>tbd</u>
Exte	ernal Revenues					
Prog	gram Income (County)				And had had man	
In-k	Kind Match (County)	 ¢15 115 000		41.1		
NE	T FISCAL IMPACT	\$15,115,000	) tbd =====	tbd	tbd	tbd ======
PO	DDITIONAL FTE SITIONS (Cumulative)		0	0	0	0
18 10	em Included In Propose	ed Budget?	Yes_	<u>X</u>	No.	
	get Account No.: Fund	<u>1454</u> Dept	t <u>710</u> U	nit <u>7420</u>	Obje	ct 3401 Reporting
В.	Recommended Sour Discover receives 48.2 Department Fiscal R	32% of the 2 <sup>1</sup>	s/Summar	ry of Fisca	al Impact: nt of the lo	cal option bed tax.
		III. <u>RE</u>	VIEW C	<u>OMMEN</u>	<u>TS</u>	
A.	OFMB Fiscal and/or	Contract A	dministra	ation Com	ments:	
ET 81 AND	9120			(/9	australia Contro	9/20/16
В.	UApproved as to form	and Legal S	Sufficienc	y: ''		
	Assistant County At	9/20/18 torney	5.			
C.	Approved as to Term	s and Cond	itions:			
	Department Director					

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

# SEVENTH 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.

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24.

Amendment

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

THIS SEVENTH AMENDMENT dated \_\_\_\_\_\_\_\_ to the Agreement dated September 11, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as the "COUNTY") and 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, legal authority for the Palm Beach County Tourist Development Council (hereinafter referred to as the "TDC") is found under Section 125.0104, Florida Statutes, known as "The Local Option Tourist Development Act", the COUNTY has by Ordinance 95-30, as amended, established the TDC; has levied and imposed a tourist development tax; and has established a Tourist Development Plan for the use of the funds derived from the tax. As an appointed Advisory Board, the TDC is bound by State and County laws, ordinances, and procedures governing the TDC members and their activities, as well as procedures for reviewing expenditures of tourist development tax revenues. The TDC is responsible for advising the COUNTY on the implementation of the Tourist Development Plan on matters related to tourism sales, marketing, advertising, tourism grants, and convention center sales in order to help increase overall visitation and lodging facility occupancy in accordance with State and County laws, regulations and procedures and within budgetary limitations imposed by the Tourist Development Tax Revenues. The TDC shall also approve and make recommendations for all contracted Agencies annual Marketing Plans and Budgets to ensure conformity with the Tourist Development Council Strategic Plan and the provisions of Section 125.0104, Florida Statutes; and

- 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 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.

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 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

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

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 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" - Non-Discrimination Policy

Exhibit "E" - Procurement Policy

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.
- 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

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's contract with an independent auditor shall be for an initial term of three (3) years with two (2) two-year renewal options at the discretion of the Agency. The Agency's current independent auditor may compete in the bid process with the understanding that, if selected for a new contract, the current independent auditor will provide a new engagement partner for the contract. The Agency will rebid the contract for an independent audit service no less frequently than every 7 years.

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

that the Discover does NOT have a written non-discrimination policy, Discover shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

- **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.

- 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. 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

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.

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

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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.

# PALM BEACH COUNTY

## Tourist Development Council Discover FY 2017 Exhibit A

Payroll Toxes					Modified		
Wages & Salaries         2,707,176         2,888,222         3,287,215         3,287,155         3,287,055         255,505         255,505         265,				_			
Wages & Salaries   2,707,176   2,838,222   3,87,215   3,287,125   3,255,052   352,100	Personnel Expense						
Total Personnal Excenses   3,624,065   3,809,981   4,504,069   4,504,069   4,458,359   4,822,77		2,707,176	2,838,222	3,287,215	3,287,215	3,255,052	3,521,001
Total Personnal Expenses   3,624,066   3,809,981   4,504,069   4,504,069   4,458,359   4,822,77	Payroll Taxes	210,422	218,077	267,651	267,651	265,033	285,208
Markellina R. Promotion Expanse Trood & Entertainment Trood & Ente	Employee Benefits	706,468	753,681	949,203	949,203	938,275	1,026,562
Travel & Entotalament	Total Personnel Expenses	3,624,066	3,809,981	4,504,069	4,504,059	4,458,359	4,832,771
Tride Show Participation   1934,18   177,010   263,286   263,286   239,915   277,620   228,940   228,940,027   218,219   216,100   216,100   243,000   228,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   288,94   280,000   280,94   280,000   280,94   280,000   280,94   280,000   280,94   280,000   280,94   280,000   280,00	Marketing & Promotion Expense						
24,000   218,100   216,100   244,000   228,945   236,866   349,074   538,075   538,0	Fravel & Entertainment						165,851
Sales Missions   Media Missions   Medi	Frade Show Participation	193,418	177,010	263,286	263,286	239,915	277,620
Seech Hosting Within PBC  302,155  302,025  304,149  304,149  304,141  307,59  306,149  304,149  304,241  307,59  306,149  304,509  305,599,883  5,575,779  5,816,18  2000  2000  200,238  217,756,845  1,777,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,776,845  1,777,845	Destination Reviews	240,027	•	•		•	228,948
Contracted blank ething services   2,988,841   4,621,434   5,599,883   5,599,883   5,755,778   5,815,18	Sales Missions / Media Missions		•				
Contraction Marketing Services   \$13,983   758,718   \$1,76,845   \$1,776,845   \$194,365   771,62   \$100,000   \$132,000   \$29,028   \$223,275   \$10,000   \$132,000   \$29,028   \$223,275   \$10,000   \$132,000   \$132,000   \$132,000   \$19,022   \$197,52   \$100,000   \$100,	Event Hosting within PBC	302,165	350,205	364,549			357,596
Tourism Sponsorships / Grants  120,868 142,022 132,000 132,000 290,238 223,277 (whereings, Website (CVB) 124,055 142,844 298,725 298,725 310,829 197,52 150,000 100,000 331,722 518,63 (whereings, Website (CVB) 124,055 142,844 298,725 298,725 298,725 310,829 197,52 518,63 (whereings, Website (CVB) 124,055 14,000 10,000 134,855 14,86 (whereings, which are whether the control of the	Advertising, Traditional / Online Media	2,938,841		5,599,883	5,599,883		5,816,184
Advertising   Websitis (CVB)   124,050   142,844   298,725   299,725   310,829   197,525   1049ct fising   197,905   300,000   330,000   331,722   518,635   15900   1,485	Contracted Marketing Services	817,983	. 758,718	1,276,845	1,276,845	894,363	771,626
Section   Sect	Tourism Sponsorships / Grants	120,868	142,022	132,000	132,000	230,238	223,274
ubertaking, Frinted marketing Collateral         93,164         197,905         300,000         300,000         31,722         \$18,85           research         35,697         82,481         157,050         15,050         15,051         155,513         139,97           Publishment         37,643         105,340         208,068         208,068         206,052         134,81           Publishment         37,643         105,340         208,068         208,068         206,052         134,81           Pobla Promotional Activities         -         1,993         3,000         3,000         2,071         2,742           Pobla Promotional Activities         -         1,993         3,000         3,000         2,972         2,724           Pobla Promotional Activities         -         1,993         3,000         3,000         2,972         2,772           Cotal Marketing & Promotion Excesses         5,222,640         7,212,091         9,298,464         9,298,464         9,174,240         9,366,30           Almostinal Exercises         68,425         54,764         55,267         55,667         68,336         74,973           Diffice Quipment & Promotion Excesses         28,799         47,539         91,893         91,932         46,822 <td>dvertising, Website (CVB)</td> <td>124,050</td> <td>142,844</td> <td>298,725</td> <td>298,725</td> <td>310,829</td> <td>197,527</td>	dvertising, Website (CVB)	124,050	142,844	298,725	298,725	310,829	197,527
1,990   2,155   1,000   1,000   1,485   1,486   1,486   1,485   1,486   1,48	- · · · ·	93,164	197,905	300,000	300,000	331,722	518,639
Name			2,155	1,000	1,000	1,485	1,485
Transitionent 37,643 105,340 208,068 208,068 206,032 134,81		•		157,050	157,050	155,513	133,971
Debay   Promotional Activities   -   1,993   3,000   3,000   2,971   2,74		37,543	105,340	208,068	208,068	206,032	134,816
Administrative & General Operations  Dues & Subscriptions  68,425			1,993	3,000	3,000	2,971	2,743
Page	otal Marketing & Promotion Expense	5,222,640	7,212,091	9,298,464	9,298,464	9,174,240	9,368,306
Parta Processing / Computer   36,800   44,688   95,660   95,660   84,822   83,32    Parta Processing / Computer & Polumes, Computer Hardware   33,206   17,731   57,650   57,650   61,542   179,82    Parta Processing Sequences   28,739   47,539   91,983   91,983   94,252   96,86    Resultance   48,098   37,852   54,032   54,032   58,455   62,12    Professional Services   74,253   88,834   138,000   138,000   144,645   159,62    Professional Services   72,371   50,000   5,000   5,000   8,120   8,66    Professional Services   74,253   88,834   138,000   5,000   8,120   8,66    Professional Services   74,253   87,529   87,529   87,529    Professional Services   74,253   88,834   138,000   138,000   8,120   8,66    Professional Services   74,253   88,834   138,000   138,000   144,645   159,62    Professional Services   74,253   88,834   138,000   138,000   138,000   138,000    Professional Services   74,253   88,834   138,000   138,000   138,000   138,000    Professional Services   74,253   88,834   138,000   138,000   138,000   138,000    Professional Services   74,253   88,834   138,000   138,	Idministrative & General Operations						
Data Processing / Computer   35,800   44,688   95,660   95,650   84,822   83,325   Diffice Equipment & Public Computer Hardware   33,206   17,731   57,655   57,650   61,542   179,82   Diffice Equipment & Public Computer Hardware   33,206   17,731   57,655   57,650   61,542   179,82   Diffice Equipment & Public Computer Hardware   33,206   17,731   57,655   57,650   61,542   179,82   Diffice Equipment & Public Computer Hardware   34,098   37,852   54,032   54,032   56,455   62,12   Diffice Supplies   74,253   88,834   138,000   138,000   144,645   159,65   Diffice Supplies   20,649   31,723   35,770   35,770   47,355   46,28   Diffice Supplies   20,649   31,723   35,770   55,729   72,37   Diffice Supplies   20,430   32,939   49,705   49,705   50,229   72,37   Diffice Supplies   2,280   2,371   5,000   5,000   8,120   8,66   Diffice Supplies   2,280   2,371   5,000   5,000   8,120   8,66   Diffice Supplies   46,707   12,893   26,619   26,619   19,922   21,90   Diffice Supplies   3,842   4,086   8,800   8,800   8,659   9,26   Diffice Supplies   3,423   4,354   9,376   9,376   10,834   11,14   Diffice Administrative & General Operations   446,664   426,669   715,491   715,491   736,424   913,92   Diffice Supplies & 3,842   4,086   8,800   8,800   8,659   9,26   Diffice Supplies & 3,423   4,354   9,376   9,376   10,834   11,14   Diffice Administrative & General Operations   446,664   426,669   715,491   715,491   736,424   913,92   Diffice Contractual Services		68,425	54,764	55,267	55,267	68,336	74,976
Affice Equipment & Fixtures, Computer Hardware 133,206 17,731 57,650 57,650 61,542 179,82 rotessional Sentinars & Conferences 28,739 47,539 91,983 91,983 94,252 96,86 norance 48,098 37,855 54,032 54,032 58,485 62,12 rotessional Services 74,253 88,834 138,000 138,000 144,645 159,62 rotessional Services 74,253 88,834 138,000 138,000 144,645 159,62 rotessional Services 20,649 31,723 35,770 35,770 42,352 46,28 ion-Collateral Printitry / Photocopying 29,430 32,939 49,705 49,705 50,229 72,37 entry / Utilities 2,280 2,371 5,000 5,000 8,120 8,66 relecommunications 50,812 46,896 87,629 87,629 84,256 87,55 sotage 46,707 12,893 26,619 26,619 19,922 21,90 ank Fees 3,842 4,086 8,800 8,659 9,26 tiscellaneous 3,423 4,354 9,376 9,376 10,934 11,144 rotal Administrative & General Operations 446,664 426,669 715,491 715,491 736,424 913,92 rotal Administrative & General Operations 446,664 426,669 715,491 715,491 736,424 913,92 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,000 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,000 rotal CVB Other Contractual Services		36,800	44,688	95,660	95,660	84,822	83,325
Trotestional Seminars & Conferences  28,799 47,539 91,983 91,983 94,252 96,86 nsurance 48,098 37,852 54,032 54,032 58,455 62,12 rotestional Services 48,098 37,852 54,032 54,032 58,455 62,12 rotestional Services 48,098 37,852 54,032 54,032 58,455 62,12 rotestional Services 48,098 31,723 38,834 138,000 144,645 159,62 ritestic Supplies 20,649 31,723 35,770 35,770 42,352 46,28 lon-Collateral Printing / Photocopyling 29,430 32,939 49,705 49,705 50,229 72,37 early / Utilities electrommunications 50,812 46,896 87,629 84,256 87,55 ostage 46,707 12,893 26,619 26,619 19,922 21,90 ank Fees 3,842 4,086 8,800 8,650 8,659 9,26 liscellaneous 3,423 4,354 9,376 9,376 10,834 11,14 rotal Administrativa & General Operations 446,664 426,669 715,491 715,491 736,424 913,92 rotal CVB Other Contractual Services 8,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,00 rotal CVB Other Contractual Services 8,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,15,00 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 1	_ · · · · · · · · · · · · · · · · · · ·	33,206	17,731	57,650	57,650	61,542	179,820
Insurance 48,098 37,852 54,032 54,032 58,455 62,12 rotessional Services 74,253 88,834 138,000 138,000 144,645 159,62 griftee Supplies 20,649 31,723 35,770 42,352 46,82 griftee Supplies 20,649 32,939 49,705 49,705 50,229 72,37 grifty Utilities 2,280 2,371 5,000 5,000 8,120 8,66 electromanications 50,812 46,896 87,529 87,629 84,256 87,555 griftee Supplies 3,842 4,086 8,800 8,609 19,922 21,90 ank Fees 3,842 4,086 8,800 8,609 9,26 liscellaneous 3,423 4,354 9,376 9,376 10,934 11,144 griftee Supplies 3,423 4,354 9,376 9,376 10,934 11,144 griftee Supplies 3,423 4,354 9,376 9,376 10,934 11,144 griftee Supplies Suppl			47,539	91,983	91,983	94,252	96,867
rofessional Services 74,253 88,834 138,000 138,000 144,645 159,62 roffice Supplies 20,649 31,723 35,770 35,770 42,352 46,28 ron- Collateral Printing / Photocopying 29,430 32,939 49,705 50,229 72,37 1,5,000 5,000 8,120 8,66 relecommunications 50,812 46,896 87,529 87,629 84,256 87,555 rostage 46,707 12,893 25,619 26,619 19,922 21,90 rank Fees 3,842 4,086 8,800 8,659 9,26 relecommunications 3,423 4,384 9,376 9,376 10,834 11,144 rotal Administrative & General Operations 446,664 426,669 715,491 715,491 736,424 913,92 rotal CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,000 relect 20,000 40,000 175,100 64,540 110,566 relecommunication		48,098	37,852	54,032	54,032	58,455	62,122
Affice Supplies							159,625
ton-Colateral Printing / Photocopying 29,430 32,939 49,705 49,705 50,229 72,37 tent / Utilities 2,280 2,371 5,000 5,000 8,120 8,666 felecommunications 50,812 46,896 87,629 87,629 84,256 87,55 tostage 46,707 12,893 26,619 26,619 19,922 21,90 tank Fees 3,842 4,086 8,800 8,800 8,659 9,26 talk fees 3,842 4,086 8,800 8,800 8,659 9,26 talk fees 3,423 4,354 9,376 9,376 10,934 11,144 total Administrative & General Operations 446,664 426,669 715,491 715,491 736,424 913,92 total CVB Other Contractual Services 9,293,370 11,448,740 14,518,024 14,518,024 14,369,024 15,115,000 telecommunication 721,480 325,900 175,100 175,100 64,540 110,566 telecommunication 9 9,293,370 12,480 14,518,024 14,369,024 15,115,000 telecommunication 9 9,293,370 12,480 14,518,024 14,518,024 14,518,024 14,369,024 15,115,000 telecommunication 9 9,293,370 175,100 175,100 75,000 75,000 75,000 telecommunication 9 9,293,920 291,920 291,920 291,920 291,920 291,920 291,920 1291,9		20,549	31,723	35,770	35,770	42,352	46,286
ent / Utilities		29,430	32,939	49,705	49,705	50,229	72,375
Second   S			2,371	5,000	5,000		8,660
12,893   26,619   26,619   19,922   21,90		50,812	46,896	87,629	87,629	84,256	87,557
Stank Fees         3,842         4,086         8,800         8,800         8,659         9,26           Miscellaneous         3,423         4,354         9,376         9,376         10,834         11,14           Total Administrative & General Operations         446,664         426,669         715,491         715,491         736,424         913,92           Total CVB Other Contractual Services         9,293,370         11,448,740         14,518,024         14,569,024         15,115,00           Marketing Stimulus Campaign         721,480         325,900         175,100         175,100         64,540         110,56           County Direct         5         -			12,893			19,922	21,902
Secolar   Seco			4,086	8,800	8,800	8,659	9,268
Social CVB Other Contractual Services   9,293,370   11,448,740   14,518,024   14,518,024   14,369,024   15,115,000     Marketing Stimulus Campaign   721,480   325,900   175,100   175,100   64,540   110,560     County Direct							11,140
Marketing Stimulus Campaign 721,480 325,900 175,100 175,100 64,540 110,560  County Direct  Other Contractual Services	otal Administrative & General Operations	446,664	426,669	715,491	715,491	736,424	913,923
County Direct  Other Contractual Services  Felecommunication  Rent 291,920 291,920 291,920 291,920 291,920 291,920 291,920 291,920 75,000 75,0	Total CVB Other Contractual Services	9,293,370	11,448,740	14,518,024	14,518,024	14,369,024	15,115,000
Other Contractual Services         - </td <td>Marketing Stimulus Campaign</td> <td>721,480</td> <td>325,900</td> <td>175,100</td> <td>175,100</td> <td>64,540</td> <td>110,560</td>	Marketing Stimulus Campaign	721,480	325,900	175,100	175,100	64,540	110,560
Pelecommunication   Penetral   Pelecommunication   Penetral   Pe	County Direct						
Rent         291,920         75,000         75,000         75,000         75,000         75,000         75,000         75,005         20,53           fotal County Direct         304,961         308,704         381,976         381,976         381,976         387,45           Interpretable         10,319,911         12,083,344         15,075,100         15,075,100         14,815,540         15,613,01           CVB - Reserves         3,816,155         4,687,674         1,681,742         3,058,215         3,688,395         1,625,67	Other Contractual Services	-	-	-	-	-	-
Coop Advertising         75,000         20,53         10,55         20,53         10,55         20,53         10,55         15,075         381,976         381,976         381,976         381,976         381,976         387,45         381,976	elecommunication	-		-	-	-	-
G Fee 13,041 16,784 15,056 15,056 20,53 (otal County Direct 304,961 308,704 381,976 381,976 381,976 387,45 (ransfers Out - Special Projects 10,319,811 12,083,344 15,075,100 15,075,100 14,815,540 15,613,01 (VB - Reserves 3,816,155 4,687,674 1,681,742 3,058,215 3,688,395 1,625,67	lent	291,920	291,920		-	-	291,920
fotal Expense         3,816,155         4,687,674         1,681,742         3,81,976         381,976         381,976         381,976         387,45           10,319,811         12,083,344         15,075,100         15,075,100         14,815,540         15,613,01           2VB - Reserves         3,816,155         4,687,674         1,681,742         3,058,215         3,688,395         1,625,67	Coop Advertising	-					75,000
Transfers Out - Special Projects     10,319,811 12,083,344 15,075,100 15,075,100 14,815,540 15,613,01       Total Expense     3,816,155 4,687,674 1,681,742 3,058,215 3,688,395 1,625,67	G Fee	13,041	16,784	15,056	15,056	15,056	20,536
Cotal Expense         10,319,811         12,083,344         15,075,100         15,075,100         14,815,540         15,613,01           VB - Reserves         3,816,155         4,687,674         1,681,742         3,058,215         3,688,395         1,625,67	otal County Direct	304,961	308,704	381,976	381,976	381,976	387,456
<u>CVB - Reserves</u> 3,816,155 4,687,674 1,681,742 3,058,215 3,688,395 1,625,67	ransfers Out - Special Projects	-	•	-		-	-
	otal Expense	10,319,811	12,083,344	15,075,100	15,075,100	14,815,540	15,613,016
Duarall Expense Burger 14.195.966 16.771.018 16.756.842 18.133.315 18.503.935 17.238.68	CVB - Reserves	3,816,155	4,687,674	1,681,742	3,058,215	3,688,395	1,625,673
And the reference and a series of the series and a series of the series	Overall Expense Budget	14,135,966	16,771,018	16,756,842	18,133,315	18,503,935	17,238,689

#### 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 the Bureau has a transaction or arrangement; or
  - (ii) An actual or potential compensation arrangement with any entity or individual with which the Bureau has 01' 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 the Bureau.

### (1) 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 01' 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 giventhe 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 relation to the potential conflict of interest, the Director shall declare 111e potential conflict of interest, shall make a full disclosure of all material facts with respect to the potential conflict of interest, shall absent

# EXHIBIT"C"

# BOARD OF DIRECTORS OF DISCOVER PALM BEACH COUNTY, INC. dba DISCOVER THE PALM BEACHES

# 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. dba Discover The Palm Beaches (DTPB). Such
relationships, positions, or circumstances might include service as a director of or consultant to a nonprofit
organization receiving a grant from the DTPB, or ownership of a business that might provide goods or services
to the DTPB, All information regarding business interest 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 the DTPB Policy on
Conflicts of Interest.
Signature Date:

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Employee Handbook



### EXHIBIT "E"

#### PROCUREMENT POLICY

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

- Between \$1,000 and \$10,000. The Bureau may contract to purchase goods 01' services between \$1,000 and \$10,000 by obtaining oral quotes for the goods or services. The Bureau 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. The Bureau 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. The Bureau 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. The Bureau may contract to purchase goods and services between \$25,001 and up to \$50,000 by obtaining a minimum of three (3) written proposals. The Bureau 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. 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. Contracts for purchases exceeding \$50,000 will be entered into according to the following procedures:
  - a. The Bureau 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.
  - The Bureau 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:
     Bureau President
     Executive Director of TDC
     Bureau Chair or designee Board member
     Bureau Staff member
     County Administrator or Designee
     TDC Board Member'

### 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 that eighteen (18) months in advance but with substantial room night use will be treated as "long-term". The Bureau 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. The Bureau'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 the Bureau'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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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 <u>inclusive of tips for meals</u> 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 the Bureau 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 porterage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. Tips over Ten Dollars (\$10.00) given for porterage 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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-		1		T T				
DISCO	VER THE PALM BEACHES			Exhibit H		Palm Bo	ach Coun	ty, FL
	FY 2017 OBJECTIVES			·		<u> </u>		
	Marketing							
1	Consumer and Travel Industry database increases to 275,000 res	cords						
_ 2	Generate 1,155,000 unique visitors to the DPBC website			1	1 " 1			
3	Generate 375,000 Social Engagements	l		l	<u> </u>			
4	Generate 350,000,000 Advertising Impressions - a universal per Generate 268,000,000 Earned Media Impressions - a universal	rformance mea	surement in advertising	ıg				
5	Sales	performance m	easurement in PK	ļ <u> </u>	<b></b>			
6	Book 135.000 DTPB only room nights (Hotel Meetings Leads)				-			
7	Generate 40,000 Group Level Booked Room Nights Convention	Center Shared			<del> </del>	-		
8	Generate 18,000 Group Level Actual FY Room Nights for Conv	ention Center	Shared					
	To generate 30 participants in Destination Reviews							
	Destination Site Participations					***************************************		
-	The state of the s	[		Actual	Estimated	Projected		
	PERFORMANCE MEASUREMENTS			FY15	FY16	FY17	Category	Ohi
	DISCOVER THE PALM BEACHES				†	/	June 1	
	Performance Measure Description			1				
	Marketing							
<u></u>	Consumer & Travel Industry Data Base	<u> </u>		294,618	310,000	275,000	Demand	1
	Unique Visitors to Web Site			1,446,356	1,050,000	1,155,000	Demand	2
	Social Engagement	T		NA NA	300,000	375,000	Demand	3
	Advertising Impressions			NA NA	300,000,000	350,000,000	Output	4
-	Earned Media Impressions			NA NA	NA	268,000,000		5
	Sales			IVA	NA.	208,000,000	Output	-3
	DTPB Only Booked Room Nights (Hotel Meetings Leads)	J		120 204	120,000	125,000	D	
		T		129,394	120,000	135,000	Demand	6
	Group Level Booked Room Nights Convention Center Shared			16,142	19,500	40,000	Input	7
<u> </u>	Group Level Actual FY Room Nights for Convention Center Sh	ared		11,894	7,000	18,000	Input	8
	To generate 30 participants in Destination Reviews			90	90	30	Output	9
	Destination Site Participations			NA NA	NA NA	30	Output	10
	Discontinued			ļ				
	Advertising Equivalent Value of Press Coverage	<b></b>		\$62,731,685	\$20,000,000	NA	Cost	
	DTPB/Convention Center Joint Activities			7	30	NA	Input	
	Actualized Room Nights for Convention Center	1		ÑA	8,000	NA	Demand	
	Actualized Room Nights for Hotels Participating in incentive Pr	ogram - non co	nvention Center	NA.	8,000	NA	Demand	
	Press Releases			61	NA NA	NA	Demand	
~~~~	Advertising Inquiries			983,524	875,000	NA	Cost	
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# EXHIBIT "J"

### **COMPENSATION POLICY**

The salaries provided by the Bureau 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 the Bureau, 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. 30th.
- 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, the Bureau 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.

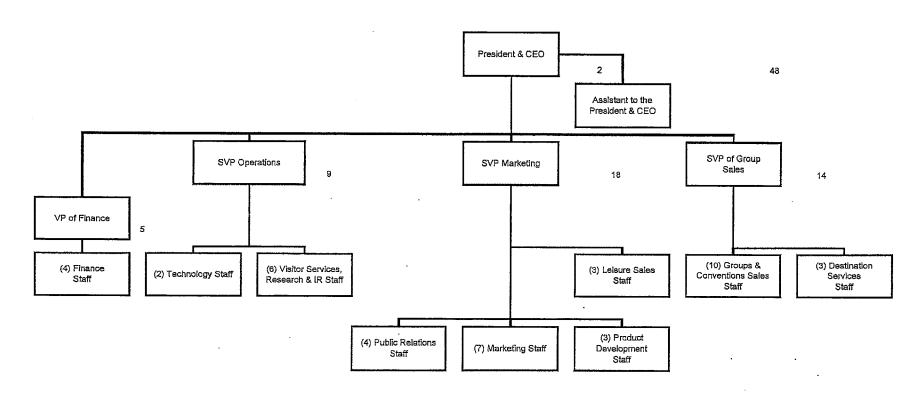
Any additional compensation provided the President shall be paid only from private funds and shall not increase the base salary paid from tourist tax revenues. In the event such compensation is paid, the Bureau shall immediately notify the TDC and the County of such payment.

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, the Bureau 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 THE PALM BEACHES**

# FY 2017 Organizational Chart



		T				<del></del>										<del>,</del>					
Organization Name:			TOTAL	STAFF JUN	E 2016	<u> </u>	+	TOTAL	STAFF MARG	U 2016				TOTALET	AFF DECEN	DED 2046	<del> </del>		T074		
Discover	2013 PBC		10125	21HILL JUN	5.49.10	<del></del>		JUIAL.	STAFF IVIAN	.n 2010				IUIALSI	AFF DECEN	IBER 2015			LUTAL	STAFF JULY	2015
DISCOVE		Key	<del>                                     </del>		Total	Ethnicity	Kev			~	F-1 - 1 1						<del>-  </del>			<del></del>	
	%	Ethnicity	Female	Male	Staff	%	Ethnicity	Female	Male	Total Staff	Ethnicity			<del> </del>	Total	Ethnicity	Key	<del></del>			Ethnicity
enior Management	54%	White	. remale	iviale 7		60%	White	remale	iviate	Starr 3		Ethnicity White	Female	Male	Staff	%	Ethnicity	Female	Male	Staff	%
cinor management	18%	Black	-			0%	Black			0		Black	1	2	3	4474	White	<u></u>	3	3	60%
	21%	Hispanic	1		2	40%	Hispanic			2		Hispanic		-		0%	Black				0%
	3%	Asian			0	0%	Asian			0		Asian			2	40%			2	2	40%
	4%	Other	<del> </del>		0	0%	Other			0		Other		<del>                                     </del>		0%		<del> </del>			0%
`otal	100%	-	1	Δ	5		Outer	1		- 5	100%	Outer	1	l		100%			5		0%
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rofessional	54%	White	11	7	18	62%	White	11	7	18	6794	White	. 9		15	56%	White	<del></del>	- 6	14	58%
	18%	Black	5	n	5	17%	Black	5		5		Black	6		7			- 2		5	21%
**************************************	. 21%	Hispanic	0	3	3		Hispanic	0		3		Hispanic	2	<del></del>	3					- 3	13%
	3%	Asian	1		1		Asian	1	I	1		Asian	1		1					3	0%
	4%	Other	1	1	2		Other	1	h	2		Other		<del>  </del>	1	770	1 1-1-11		2	2	8%
otal	100%		18	11		17-	32	18		29	100%	Other	18	9	27	7/0		13	11		100%
		<u> </u>	i			===/-					20070			<del> </del>	2.1	100/6					100/8
dministrative & Clerical	54%	White	2	4	6	75%	White	2	4	6	75%	White	5		7	78%	White			8	89%
	18%	Black		1	1	13%	Black		1	1	13%			1		1 7770					0%
	21%	Hispanic	1		1	13%	Hispanic	1		1		Hispanic	1		<u></u> 1	11%		1		1	11%
	3%	Asian			0	0%	Asian			C		Asian				0%		-			0%
	4%	Other			0		Other			0		Other		1		0%					0%
otal	100%		3	5	8	100%		3	5	8	100%		6	3	9			7	2	9	100%
								-													
otal Agency	54%	White	14	13	27	64%	White	14	13	27	64%	White	15	10	25	61%	White	14	11	25	66%
	18%	Black	5	1	6	14%	Black	5	1	6		Black	6		8			5		5	13%
	21%	Hispanic	1	5	6	14%	Hispanic	1	5	6		Hispanic	3	3	6			1	5	6	16%
	3%	Asian	1	0	1	2%	Asian	1	0	1		Asian	1	-	1	2%	Aslan	1		-	0%
	4%	Other	1	1	2	5%	Other	1	1	2	5%	Other		1	1	2%	Other		2	2	5%
otal	100%		22	20	42	100%	1	22	20	42	100%		25	16	41			20	18	38	100%