

# BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	<b>10/17/17</b>	<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Regular</b>
		<input type="checkbox"/>	<b>Ordinance</b>	<input type="checkbox"/>	<b>Public Hearing</b>
<b>Department</b>					

**Submitted By: TOURIST DEVELOPMENT COUNCIL**

Submitted For: PALM BEACH COUNTY SPORTS COMMISSION, INC.

## I. EXECUTIVE BRIEF

**Motion and Title:** STAFF RECOMMENDS MOTION TO APPROVE: Annual Agreement with Palm Beach County Sports Commission, Inc. (the “PBCSC”) for the provision of services under the County’s Tourist Development Plan during the period October 1, 2017 through September 30, 2022 an amount not to exceed of \$1,681,200 in contractual services and \$2,665,482 in indirect cost, grants and reserves for a total of \$4,346,682 retroactive to October 1, 2017.

**Summary:** The Agreement provides for the PBCSC to provide tourism marketing services under the County's Tourist Development Plan for a five-year period, from October 1, 2017 through September 30, 2022. The new Agreement replaces the current contract (R-2012-1321). The new Agreement updates for Fiscal Year 2018 Exhibit "A" – Annual Budget, Exhibit "E" – Performance Measures to apply in fiscal year 2018. Exhibit "G" – Salary Structure, and Exhibit "H" - Organizational Chart on ranges and a new position. The new Agreement adds a new Exhibit "L"- Purchasing Policy which replaces the purchasing guidelines in the body of the Agreement. The new Agreement inserts language on Public Records, Advertising, Recruiting and Job Information along with Public Meeting Notice to the Agreement. The administrative process for an Operations Funding procedure, including all reporting requirements has been added to this Agreement. In addition, indirect cost, grants and reserves of \$2,665,482 are included for a total budget of \$4,346,682. These exhibit changes have been reviewed and approved by the TDC Finance Committee and TDC Board. (TDC) Countywide (DW)

**Background and Justification:** Under the current Agreement, the PBCSC develops and implements an Annual Marketing Plan, promotes and assists with various sporting events and administers the Category “G” TDC grants. All expenditures by the PBCSC under the contract must be made in accordance with an Operating Budget included as Exhibit “A” to the contract, from funds appropriated annually by the County. The new Agreement is for an additional five years, through Sept 30, 2022. The new Agreement adopts a new Exhibit “A” (Annual Budget), updates Exhibit “E” (Performance Measures) to apply during Fiscal Year 2018. Exhibit “G” (Salary Structure) updates a new position of deputy director, position titles and brings salary ranges to industry practices. In addition, Exhibit “H” (Organization Chart) reflects an update to the organization with the new deputy director. The new Agreement includes a new Exhibit “L”- (Purchasing Policy) which conforms to the county purchasing guidelines. Public Records, advertising of jobs and public meeting notice have been added to the new Agreement to comply with State laws and County policy. In addition, a monthly cash advance procedure is added to the contract for reimbursement of operational expenses by the Clerk and Comptroller’s Office.

**Attachments:** New Agreement with all exhibits

Recommended by: [Signature] Date 10/31/17  
Department Director

Approved By: [Signature] Date 10/12/17  
County Administrator



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2018	2019*	2020*	2021*	2022*
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$1,681,200	\$1,740,042	\$1,800,943	\$1,863,976	\$1,929,216
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$1,681,200</u></u>	<u><u>\$1,740,042</u></u>	<u><u>\$1,800,943</u></u>	<u><u>\$1,863,976</u></u>	<u><u>\$1,929,216</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0----	0----	0----	0-----

Is Item Included In Proposed Budget?      Yes X      No.

Budget Account No.: Fund 1457    Dept 710    Unit 7331    Object 3401  
Reporting Category \_\_\_\_\_

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

The Sports Commission receives 8.16% of the 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup> and 6<sup>th</sup> cent of the local option bed tax.

\* 2019 thru 2022 estimated Fiscal Impacts are based upon historical average bed tax collections of 3.5%.

### C. Department Fiscal Review:

## III. REVIEW COMMENTS

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

ASD 10/5 10/5/17 OFMB 10/11/17  
Contract Dev. and Control

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

10/11/17  
Assistant County Attorney

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

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

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

**AGREEMENT**

**between**

**PALM BEACH COUNTY  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**on behalf of the**

**TOURIST DEVELOPMENT COUNCIL**

**and**

**PALM BEACH COUNTY SPORTS COMMISSION, INC.**

**TABLE OF CONTENTS**

**AGREEMENT WITH**

**PALM BEACH COUNTY SPORTS COMMISSION, INC.**

1.	Functions and Services .....	6
A.	Annual Business and Marketing Plan .....	6
B.	Coordinator for Sports Tourism .....	6
C.	Data Base Management .....	6
D.	Event Solicitation.....	6
	(i) Trade Shows .....	7
	(ii) Site Visits .....	7
	(iii) Event Bidding .....	7
	(iv) Business Development .....	7
E.	Event Servicing .....	7
	(i) Grant Administration .....	8
	(ii) Partnerships .....	8
F.	Event Analysis .....	8
G.	County Marketing .....	8
	(i) Collateral Materials and Website Development .....	8
	(ii) Promotional Items .....	9
	(iii) Brand Compliance .....	9
H.	Contributions of Goods and Services, Sponsorships and Memberships .....	9
I.	Personnel .....	9
J.	Performance Measures .....	10
K.	Reporting .....	10
2.	Qualifications and Performance of Contractors .....	10
3.	Compensation and Method of Payment .....	11
4.	Operations Funding Agreement .....	12
A.	Definitions.....	12
B.	Fiscal Responsibility .....	13
C.	Operating Budget/Expendable Supplies/Funds Availability/Procedure for Handling Income and Expenses .....	14
D.	Reimbursement Process and Documentation .....	16
5.	Purchasing Guidelines.....	18
6.	Governance .....	19
7.	Policies and Procedures .....	19
A.	Personnel .....	19
	(i) Executive Director .....	19
	(ii) Car Allowance .....	19
	(iii) Staff of the PBCSC .....	19
	(iv) Employee Pension Plan .....	19
B.	Guidelines and Policies and Procedures .....	20
C.	Third Party Contracts .....	20



	D.	Services and Goods Provision Contract Modification .....	20
	E.	Approvals, Adoptions, Consents or Acceptances .....	21
	F.	Furniture and Equipment .....	21
	G.	Auditing Contract .....	21
	H.	Legal Services Contract .....	21
	I.	Travel Authorization .....	21
8.		Independent Contractor .....	22
9.		Non-Discrimination .....	22
	A.	Applicants and Employees .....	22
	B.	Ethnic/Racial Report .....	22
	C.	Service Contractors .....	22
10.		Certificate of Conduct .....	23
11.		Certificate of Authority and No Conflict .....	23
12.		Audit Requirements/ Availability of Records .....	23
	A.	Independent Auditor .....	23
	B.	All Records .....	23
	C.	Audit Committee .....	25
	D.	Finance Committee .....	25
13.		Findings Proprietary .....	26
14.		Intellectual Property .....	26
15.		Prohibition of Assignment .....	26
16.		Conflict of Interest .....	26
17.		Authority to Practice .....	27
18.		Insurance .....	27
	A.	Certificate of Insurance .....	27
	B.	Comprehensive General Liability Insurance .....	27
	C.	Comprehensive Automobile Liability Insurance .....	27
	D.	Workers' Compensation Insurance .....	28
	E.	Fidelity Bond .....	28
	F.	Officers and Directors .....	28
19.		Indemnification .....	28
20.		Term of Agreement .....	29
21.		Termination .....	29
22.		Ordinance Amendment .....	29
23.		Performance and Obligation to Pay .....	29
24.		Public Entity Crimes .....	29
25.		Amendment .....	30
26.		Notices .....	30
27.		Small Business Enterprise .....	30
28.		Palm Beach County Inspector General Auditing Requirements .....	31
29.		Palm Beach County Code of Ethics .....	31

30. No Third Party Beneficiary .....32

31. Advertising, Recruiting and Job Information .....32

32. Public Meeting Notice .....32

Signature Page

Exhibit A FY 2018 Budget

Exhibit B Moving Expense Reimbursement

Exhibit C Travel and Entertainment Policy

Exhibit D Non-Discrimination Policy

Exhibit E FY'18 Performance Measures

Exhibit F Salary Policy

Exhibit G PBCSC Salary Structure

Exhibit H Organization Chart

Exhibit I Conflict of Interest Policy

Exhibit J Car Allowance

Exhibit K Reserved

Exhibit L Purchasing Guidelines

Certificate of Insurance

Diversity Schedule



**AGREEMENT BETWEEN PALM BEACH COUNTY  
ON BEHALF OF THE TOURIST DEVELOPMENT COUNCIL AND  
PALM BEACH COUNTY SPORTS COMMISSION, INC.**

**THIS AGREEMENT** dated \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as the "COUNTY") and PALM BEACH COUNTY SPORTS COMMISSION, INC., a Florida not-for-profit corporation, whose Federal I.D. number is 65-0641013, (hereinafter referred to as "PBCSC").

**WHEREAS**, 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

**WHEREAS**, a portion of the Tourist Development Tax revenues are reserved to be used to attract, stimulate, and promote sports events and activities in Palm Beach County to further increase tourism and hotel occupancy, to develop programs and promote attractions that increase the number of visitors and visitor's stays in the COUNTY, and to promote Palm Beach County nationally and internationally (hereinafter referred to as Category "G" funds); and

**WHEREAS**, the parties have previously entered into agreements whereby the Palm Beach County Sports Commission, Inc., (hereby referred to as PBCSC), an independent contractor, furnished the professional services necessary to assist the COUNTY in carrying out projects of the Tourist Development Plan; and

**WHEREAS**, the parties desire to continue the services as set forth herein.

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

1. Functions and Services. PBCSC shall assist the COUNTY in promoting and attracting sporting events to Palm Beach County and serve as a clearinghouse for the sports industry, in furtherance of the objectives of Category "G" objectives of the existing Tourist Development Plan, by performing the following functions and services, all being subject to the overall direction and guidance of the TDC, through the Executive Director of the TDC:

A. Annual Business and Marketing Plan ("Business Plan").

In cooperation with the Executive Director of the TDC, and with persons providing contractual services for the COUNTY'S Tourist Development Plan under this Agreement, and with other interested parties, PBCSC shall develop a specific and detailed annual Business Plan for accomplishing the purposes of Category "G" of the Tourist Development Plan, which are to promote and market Palm Beach County through a variety of programs including, but not limited to, The Lou Groza Collegiate Place Kicker Award, the Kids Fitness Festival of the Palm Beaches, and the Palm Beach County Sports Hall of Fame. PBCSC will present such annual Business Plan to the TDC for its review, modification and adoption, and, if adopted, PBCSC will implement such Plan as provided in subparagraphs B through K of this paragraph. The PBCSC's Executive Director shall participate jointly with the other TDC-funded agencies in marketing coordination meetings called from time to time by the Executive Director of the TDC.

B. Coordinator for Sports Tourism.

PBCSC shall serve as the coordinator for sports tourism for TDC-funded agencies for any sport, sports group, franchise, company or individual who is interested in Palm Beach County as it relates to sports. All TDC funded agencies shall coordinate all sports related inquiries with the PBCSC for further action.

C. Data Base Management.

In cooperation with the Executive Director of the TDC, PBCSC shall compile and maintain a list of prospective sporting events and corresponding governing bodies. This list of events and agencies will be solicited throughout the year by the PBCSC.

D. Event Solicitation.

PBCSC shall solicit or bid on a sporting event or activity, using TDC Category "G" funds, at any time throughout the year. Any contract written with the sporting event or activity using Category "G" funds shall be subject to approval by the TDC and



BCC. PBCSC will serve as Contract Administrator.

(i) Trade Shows.

PBCSC shall provide for adequate staffing and coordination, including booth development and construction, for trade shows, including but not limited to those described in the annual Business Plan.

(ii) Site Visits.

PBCSC shall initiate and obtain adequate sponsorship, attendance, staffing, and coordination of site visits/familiarization tours of Palm Beach County for sports representatives and event organizers who may consider holding their events in Palm Beach County.

(iii) Event Bidding.

PBCSC will research and submit documentation to appropriate organizations to host an event in Palm Beach County. The information shall include the plan the PBCSC would utilize to host the event including the allocation of human, financial and/or physical resources. PBCSC may also form partnerships with other entities in bidding on events to be held in the COUNTY. In the event PBCSC is required to submit a Bid/Rights Fee prior to the event, the County may reimburse PBCSC for such fee, provided the appropriate support documentation is provided to COUNTY and as long as the expense is within the approved budget.

(iv) Business Development.

PBCSC shall be reimbursed for certain expenses pertaining to business development opportunities relating to sports events and activities that are projected to produce increased room nights and tourism activity, upon the submission of appropriate documentation and as long as it is within the approved budget. Funds in the business development line item may be used for activities associated with marketing Palm Beach County including financial costs associated with submission of bids, meetings, receptions and/or other sports related activities with prospective clients that are projected to increase room nights and tourism activity meeting other stated performance measures.

E. Event Servicing.

In the event it is successful in attracting a sporting event to Palm Beach County, PBCSC may assist in its operation or be responsible for total operation of said event. In all cases, PBCSC shall accept total liability for coordination of events, and under no circumstances, shall COUNTY be held liable for any condition not stated in the contract with said organization.

(i) Grant Administration.

In accordance with the guidelines, policies, and procedures adopted hereunder, or as otherwise provided by the TDC, PBCSC shall solicit, receive, and review applications for grants from event organizers who desire to hold sporting events or other special projects relating to sports in Palm Beach County that increase tourism. The Executive Director of the TDC shall serve as a voting member of the grants panel. PBCSC shall make recommendations to the TDC and the COUNTY for approval, or non-approval, of such applications. The COUNTY shall enter into contracts with applicants for the implementation of such grants. PBCSC shall serve as contract administrator with respect to such grants. PBCSC shall be allowed to submit a request for Category "G" funds to host or produce events.

(ii) Partnerships.

PBCSC may form partnerships with event owners and local community representatives such as facilities/venue owners, sports clubs, municipalities, parks and recreation departments, and other businesses wherever possible to carry out operations necessary to host events successfully. Operations may include marketing services, media, volunteers, information technology, facilities, accommodations, logistical items, medical and security provision and other areas of event operations.

F. Event Analysis.

PBCSC shall direct the grantee to obtain verification of room nights from participating hotels or other establishments subject to the Tourist Development Tax. This information shall be included in the reimbursement report. From this information, the PBCSC will maintain economic impact figures. PBCSC will work with the hotel/lodging industry to accurately report all sports-related room nights.

G. County Marketing.

(i) Collateral Materials and Website Development.

PBCSC shall arrange for the design and production of television commercials, advertisements, other related media and other collateral materials, including brochures and other printed materials; bid presentations; and other sports promotion activities as provided in this Agreement and the annual Business Plan. PBCSC may also utilize collateral material from other TDC-funded agencies. The PBCSC will at all times employ the latest internet based marketing, information systems, and social media marketing as it can reasonably afford.



(ii) Promotional Items.

PBCSC may purchase and distribute promotional items as needed.

(iii) Brand Compliance.

Agencies will utilize the Tourism Brand Identity as approved by the Board of County Commissioners for all advertising procured by the PBCSC for marketing and promotion of Palm Beach County which are reimbursed from budgets provided from bed tax funds. These guidelines may be adjusted during this Agreement with input from the TDC funded agencies and their respective creative Agencies of Record with final approval of the TDC Executive Director. Core requirements of the brand applications in print, digital, video, and other marketing channels as approved by the TDC Board will be required as a condition for TDC funding support.

H. Contributions of Goods and Services, Sponsorships and Memberships.

PBCSC shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement, for the benefit of the COUNTY'S Tourist Development Plan, contributions of privately owned goods and services, including but not limited to the providing or furnishing of facility usage, meals, receptions, transportation, lodging, admissions, beverages, sponsorships and membership fees. Estimates of these contributions and fees shall be submitted to the Executive Director of the TDC annually in the business plan.

I. Personnel.

PBCSC shall employ, subject to the availability of funds allocated for such purpose and as set forth herein in the Attached Exhibit "A" (Budget), "B" (Employee Moving Expense Reimbursement Policy), "F" (Salary Policy), "G" (Salary Structure) "H" (Organization Chart) and "J" (Car Allowance Policy), sufficient staff and support personnel to perform, on behalf of PBCSC, the duties and services required in this Agreement. The provisions of Exhibit "F" (Salary Policy), Exhibit "G" (Salary Structure) and Exhibit "H" (Organization Chart) shall remain in full force and effect until the County's budget process at which time the Salary Policy, Salary Structure and Organization Chart shall be established as part of the PBCSC's policies and procedures after approval by the TDC and the County Administrator or his/her designee. Any changes to the Salary Policy, Salary Structure and/or Organization Chart during the year shall be made only upon approval of the TDC and the County Administrator or his/her designee. PBCSC personnel shall be officed in the same building as the County's TDC offices.

J. Performance Measures.

The PBCSC shall provide semi-annual reports in March and September to the Executive Director of the TDC on attainment of the performance measures, attached hereto and incorporated herein as Exhibit "E", which performance measures the PBCSC agrees to make all good faith efforts to achieve or provide written justification acceptable to the TDC as to why any performance measure within Exhibit "E" is not achieved. The PBCSC Executive Director will meet annually with the Executive Director of the TDC prior to the TDC approval of the PBCSC's annual contract amendment to determine any adjustments to the performance measurements and goals subject to the PBCSC Board of Directors approval.

K. Reporting.

PBCSC shall provide certain reports to the TDC, through the TDC's Executive Director, on a regular basis. These reports shall consist of (1) monthly report which shall consist of a summary of the duties which have been performed pursuant to the Agreement; (2) semi-annual reports relating to performance measures as specified in Section 1, Paragraph J ; and Exhibit "E"; (2b) semi-annual reports relating to the enforcement of the PBCSC's Conflict of Interest Policy (Exhibit I) in a form and as detailed as required by the TDC; (3) any other reports as may be requested by the TDC's Executive Director that relate to the duties and responsibilities of PBCSC under this Agreement.

2. Qualifications and Performance of Contractors.

Any personnel or entities with which PBCSC enters into contracts for services pursuant to this Agreement shall be specifically experienced in, and qualified for, the provision of such services. As contract administrator, PBCSC shall develop evaluation criteria, monitor and evaluate the performance of all such contractors. PBCSC shall provide to the Executive Director of the TDC a semi-annual report summarizing the results of such monitoring and evaluation, and shall take reasonable measures to assure the continued satisfactory performance of all such contractors. Should PBCSC, after taking such reasonable measures, determine that such contractor who has contracted with PBCSC has failed to perform in accordance with its contract, PBCSC shall terminate such contract. PBCSC shall continuously keep the Executive Director of the TDC fully informed as to all activities of PBCSC so as to enable the Executive Director to effectively provide overall direction and guidance for the COUNTY'S Tourist Development Plan as established by the TDC and the County. The TDC's Executive Director shall be notified of all meetings of the Board of Directors, and the executive committee as well as all committees and subcommittees of the PBCSC whose functions are in any way related



to the expenditure of COUNTY or Tourist Development Tax funds. The TDC's Executive Director shall be provided an opportunity to be heard at said meetings, as well as with minutes of the meetings.

### 3. Compensation and Method of Payment.

Costs incurred by PBCSC in performing the duties and providing the goods and services described in this Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "G" of the Tourist Development Plan. Payments to PBCSC shall be consistent with the annual Business Plan adopted by the TDC, and shall be made only for expenditures which are specifically authorized by the COUNTY. Authorization by the COUNTY of (1) a line-item in the COUNTY budget with reference to a provision of this Agreement, and (2) contracts entered into by the COUNTY with third parties and (3) the PBCSC annual budget as set forth in the attached Exhibit "A", attached hereto and made a part hereof as it may be amended by the COUNTY from time to time, shall constitute, as between the COUNTY and PBCSC, authorization of the expenditures provided for therein. Payments by the COUNTY shall be made to PBCSC in accordance with the fiscal procedures of the COUNTY as payment for associated authorized expenditures or provision of goods or services, upon submission of invoices by PBCSC to the Executive Director of the TDC, and a determination by the Executive Director of the TDC or his/her designee, that the invoiced payments are called for (1) by a County-approved budget line-item under this Agreement; or (2) by a contract entered into by the COUNTY hereunder; or (3) by the PBCSC annual budget as set forth in the attached Exhibit "A" to this Agreement, and that the goods or services covered by such invoice have been provided or performed in accordance therewith. Each invoice submitted by PBCSC shall include a reference to its previous authorization, shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of corresponding vendor invoices.

It is mutually agreed that PBCSC shall review and submit to the COUNTY invoices received in good order, and that the COUNTY shall pay to PBCSC amounts properly payable under this Agreement and supported by receipted invoices submitted by PBCSC. Any travel and entertainment expenses incurred by PBCSC may be reimbursed, in net amounts only, to PBCSC by the COUNTY only upon the written approval of the Executive Director of the TDC or his designee, and within the limitations imposed by law upon COUNTY. Moreover, COUNTY shall not pay PBCSC or any third party on any invoice of PBCSC, unless and until the Clerk and Comptroller's Office pre-audits payment invoices in accordance with law, and subject to the conditions, if any, attached to said approval.

PBCSC shall be paid for its actual costs not to exceed the total amount for the various items, and up to the maximum amounts budgeted therefore, as set forth in the PBCSC annual budget, included in the Exhibit "A". The amounts applicable to the various line items of Exhibit "A" can, subject to the maximum total amount, be

increased or decreased by up to 10% at the discretion of PBCSC; adjustments in excess of 10% of any line item must be authorized by the Executive Director of the TDC. Under no circumstances shall the adjusted amount exceed or cause the total to exceed the total amount of the annual budget.

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

#### 4. Operations /Funding Agreement.

##### A. Definitions

The following terms shall have the meanings specified when used in this Agreement.

Operating Expenses: Any and all expenses and expenditures of every kind and nature incurred, directly or indirectly by PBCSC in managing, operating, promoting and marketing including, without limitation: payroll, benefits, relocation costs; operating supplies; advertising; technology, dues, subscriptions and membership; printing and stationary costs, postage and freight costs; equipment and rental costs; cost of office supplies; telephone and telecommunication charges; travel and entertainment expenses; audit and legal expenses ; insurance coverages.

Operating Fiscal Year: The period of time beginning on the first day of October and ending on the 30th day of the month of September.

Capital or Proprietary Rights Any data, equipment or materials furnished by COUNTY to the PBCSC and any such data, equipment or materials that may be acquired for COUNTY by the PBCSC to be used by the PBCSC shall remain the property of COUNTY, and when no longer needed for the performance of this Agreement, shall be returned to COUNTY. Furthermore, the COUNTY shall own all data and other electronic files generated by the PBCSC through the use of either COUNTY's or PBCSC's data processing programs and software in operating the PBCSC. Property rights will not accrue to the PBCSC.

Ownership of and title to all intellectual property rights of whatsoever value, including but not limited to logos and trademarks, held in the COUNTY's name, shall remain in the name of the COUNTY.

B. Fiscal Responsibility

PBCSC shall perform the following services:

- 1) Prepare an Annual Operating Plan, which PBCSC shall submit to COUNTY, in accordance with an established COUNTY schedule for approval by the TDC and COUNTY.
- 2) Hire, supervise and direct all of the PBCSC's employees and personnel unless defined specifically in this Agreement.
- 3) Maintain detailed, accurate and complete financial and other records of all its public activities under this Agreement in accordance with GAAP and any additional COUNTY requirements as they relate to the PBCSC, provided they are consistent with the terms of the Agreement. The COUNTY shall have access to such records.
- 4) Submit a written financial report to the TDC Executive Director at least monthly, or as otherwise agreed to between the parties, no later than the close of the following month concerning its activities in the operation of the PBCSC. Such report shall, among other things, set forth receipts from all sources, expenditures and such other and further information as the TDC Executive Director may require or request.
- 5) PBCSC shall keep and maintain, throughout the Term of this Agreement at its offices, separate and independent books of accounts and records for public funds. The Public Fund Accounts review may be required by the TDC Executive Director or COUNTY and shall be maintained, in accordance with GAAP. Said books, ledgers, journals, accounts, and records shall contain all entries reflecting the business operations of the PBCSC under this Agreement using public dollars. All of the foregoing records shall be retained and available for such period of time as provided herein unless otherwise approved by the COUNTY.
- 6) The COUNTY, at all times, throughout the term of the Agreement and for up to three (3) years following expiration, shall have the right to audit and examine during PBCSC's ordinary business hours, all such records and books of accounts relating to PBCSC's operation, provided that PBCSC shall not be required to retain such books of accounts and records for more than three (3) years after the end of the final year of this Agreement. PBCSC shall arrange for the books of accounts and records to be brought to a location convenient to the auditors for the COUNTY in order for the COUNTY to conduct the audits and inspections. Failure of the PBCSC to keep record of and provide the information to COUNTY as set forth herein shall be considered a default under the terms of this Agreement. All Funds

advanced shall revert to the County upon any default or termination of this Agreement.

- 7) The PBCSC shall provide to the TDC Executive Director and COUNTY, within thirty (30) days after the end of each month, a reconciliation for the Agency Operating account, which account shall be subject to audit by the TDC Representative or COUNTY during PBCSC's ordinary business hours. Once approved by the TDC Executive Director or designee, this reconciliation will be provided to the Clerk's Office.
- 8) The PBCSC shall render, within thirty (30) days after the end of each month, financial reports for the PBCSC including reports for public funds including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for the current month and year to date in accordance with GAAP. In addition, the PBCSC shall immediately, upon request by COUNTY, provide information contained with any of the provided reports.
- 9) The PBCSC shall meet with the TDC Executive Director quarterly to answer questions relating to the operations and the financial reports. Furthermore, a private auditing firm acceptable to the COUNTY, where such determination of acceptability to be made in the COUNTY's sole and absolute discretion, shall audit the accounts and records as kept by the PBCSC and provide the COUNTY with a certified audit report annually prior to March 1<sup>st</sup> of the fiscal year, together with a management letter. Appropriate funds shall be set aside in the annual operating budget to pay for such certified audit report. At the option of COUNTY and at its expense, additional audits may be performed.
- 10) TDC Executive Director may request additional financial or statistical reports with respect to the PBCSC's operations for use of all public funds, and the PBCSC shall promptly provide the same. COUNTY's requests for such additional reports shall be reasonable with respect to timing and frequency. Any and all reasonable costs for such reports, which have been approved by the TDC Executive Director shall be included as an operating expense in the PBCSC budget.

C. Operating Budget/Expendable Budget Supplies/Funds  
Availability Procedure for Handling Income and Expenses

- 1) Operating Budget. Each year, in accordance with the COUNTY's schedule, the PBCSC shall prepare and present a line item budget for the PBCSC which budget shall follow and comply with the existing COUNTY budget process or such other procedures which COUNTY may require.



Additionally, the budget shall include but not be limited to the following detailed projections, presented on a monthly and annual basis:

Operating Expenses:

Administrative and general expenses;

Marketing, advertising, and promotion expenses;

Exhibitor services;

Payroll and Personnel costs included in the annual operating budget which may include training programs, sales incentive bonuses and other fringe benefits of the type customarily provided by PBCSC to employees in accordance with written policies of company-wide applications in effect at the time of expenditure.

- 2) Presence Required. The PBCSC shall ensure that its representatives are present at all necessary meetings of the budget approval process required by the TDC. The annual operating budget for the PBCSC is subject to the prior approval of the COUNTY after recommendation by the TDC Board.
- 3) Funds Availability. COUNTY shall make available to the PBCSC at contract commencement, funds necessary to pay all budgeted items of expense for the operation, maintenance, supervision, and management of the PBCSC. To the extent the PBCSC is unable to perform under this Agreement due to the fact that required budgeted funds are not made available by COUNTY, PBCSC shall not be considered in breach of this Agreement nor shall such failure to perform for lack of funds be considered an event of default.
- 4) PBCSC Operating Account. Prior to the Commencement Contract Date, the COUNTY will advance one (1) month of personnel costs and forty-five (45) days of budgeted operating expenses for deposit into the Agency Operating Account in order to fund operations of the PBCSC. The PBCSC shall use funds in the Agency Operating Account to pay operating expenses of the PBCSC allowed by Florida Statute Section 125.0104 and County Ordinance 95-30 as amended. The PBCSC shall submit to the COUNTY requests for reimbursement of expenses paid from the Agency Operating Account, in accordance with COUNTY requirements and as further detailed in Section 4 D. of this Agreement. All such accounts must be maintained in Palm Beach County and be available for review and audit upon COUNTY's request. Operating Expenses shall be paid from the Agency Operating Account based on COUNTY approved budgets and the approval of the TDC Executive Director as outlined in Section 4D.

- 5) Cash Control. The cash control for PBCSC operations shall be accomplished through a combination of rigid accounting procedures and internal audit tests of submitted expense reimbursements requested from public dollars.

D. Reimbursement Process and Documentation

1) Budget (Exhibit A)

- a) PBCSC's Annual Budget as set forth in the attached Exhibit "A", shall constitute, as between the COUNTY and PBCSC, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.
- b) Each invoice and check payable to the vendor will be submitted by PBCSC with the itemized detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of payment, canceled check, receipt and performance of the goods or services invoiced.
- c) Prior to disbursement of the Check or Electronic Funds Transfer (EFT) to the Vendor, the TDC Executive Director or his/her designee will audit and initial the original check or EFT prior to disbursement from the Agency Operating Account.
- d) The PBCSC shall be paid for these actual costs by submitting an Operating Expense Invoice to the COUNTY with all appropriate documentation as required by the Clerk & Comptroller. Each invoice will provide a check register detailing the vendor payment, the ledger account number and account name of the expense distribution, subtotaled by expense category and totaling to the requested invoice reimbursement.
- e) PBCSC shall be reimbursed for Payroll and this must be processed as a separate Payroll Expense Invoice after each pay period, with payroll disbursement registers provided including proof of payment as the supporting documentation.
- f) Each individual reimbursement request will include a reimbursement checklist completed by the initiator. The expense and payroll invoice will include a reimbursement checklist from the PBCSC approved by the Director of Finance/Sr. Finance Manager. This reimbursement request will be approved by the TDC Executive Director or his/her designee, prior to the submission to the Clerk & Comptroller for reimbursement. If checklists are not included or completed and approved, the payment request will be returned to the PBCSC.
- g) The PBCSC will be encouraged to implement Automated Clearing House (ACH) for reimbursements from the Clerk & Comptroller directly

to the PBCSC Agency Operating account when available from the Clerk's Office.

- h) At the close of the fiscal year, these submissions will be treated in accordance with fiscal year-end procedures. Reimbursements will be processed up to 45 days after the end of the fiscal year. Submissions after 45 days will be applied to the subsequent fiscal year.

## 2) Travel & Entertainment Reimbursement Requests

- a) Presently, reimbursement for travel and entertainment is submitted using non-electronic paper travel reimbursement forms with supporting documentation.
- b) All travel and entertainment reimbursement requests shall be submitted within sixty (60) days after the expenses are incurred. Any expenses after 60 days of travel may be reimbursed by the COUNTY only upon the express written approval of the TDC Executive Director or his/her designee and within the limitations imposed by law upon the COUNTY.
- c) The TDC Executive Director encourages PBCSC and the Clerk & Comptroller to implement electronic travel reimbursement for all travel and entertainment expenses. Maintaining the audit and review process prior to the distribution from the PBCSC's operating account will continue to be the highest priority.
- d) All disbursements of travel and entertainment expenses, whether payments to the credit card company or to the employee, must be submitted to the TDC Executive Director or his/her designee for approval prior to distribution to the agency operating account. Post approval is authorized if late fees could be triggered.
- e) Travel reimbursements made after sixty (60) days are the responsibility of the PBCSC to determine if taxable to the employee.

## 3) Non-Travel & Entertainment Operating Expense Reimbursement Requests

- a) The reimbursement for operating expenses where vendors are only willing to accept payment via credit card (examples of these would-be Google AdWords, Facebook paid advertising) must be separated and submitted on Non-Travel Reimbursement Requests forms.
- b) All disbursements of operating expenses by payments to the company, credit card company or to the employee credit card must be submitted to the TDC Executive Director or his/her designee for approval prior to distribution from the public funds account.

4) Credit Card Statements used for Travel or Operating Expense Reimbursement

- a) All statements should contain the cardholder's name.
- b) In the event a personal credit card is used, a partial statement will be accepted as long as the specific charge for which payment is requested can be verified.

5) Revenue Offset for Programs and Events

Any expenses incurred for a revenue generating program or event, where tourist development tax may be requested to fund all or a portion of the program or event, if dollars are generated from sponsorships or admissions, then the reimbursement request for the cost of the program or event must contain documentation showing all sponsorships and/or admissions revenue received, offsetting the expense prior to reimbursement. The COUNTY will only reimburse the cost of the program or event after the application of all revenues and the COUNTY will only reimburse the Net Amount. When a COUNTY Direct Grant is awarded to PBCSC to perform as the Grantee, and the PBCSC is acting as the event servicing manager of the program or event on behalf of a recognized governing body, this process will not apply.

6) Budget Transfers

Budget transfers and budget line item management will occur between the PBCSC and TDC Administration. Spending for Personal, Marketing and Promotion and General and Administrative are monitored using program budgets by categories and are reviewed with the TDC Board quarterly. During the annual budgeting process, all agencies are required to detail any variances at the line item budget detail which are 10% or higher than the previous year Budget.

5. Purchasing Guidelines.

In order to provide the services set forth herein, PBCSC may enter into contracts with various firms or individuals to assist PBCSC in its performance of the activities or functions described in this Agreement, subject to the purchasing guidelines and requirements set forth in herein; provided that the funds necessary to perform such duties, activities or functions are included in the budgeted amounts set forth in Exhibit "A". The term of any such contract shall not extend beyond the expiration of earlier termination of this Agreement or any renewal thereof, and all such contracts shall expressly so provide. No such contract or agreement shall obligate the COUNTY in any manner to any third-party.

PBCSC may enter into contracts with groups or individuals for various goods or services needed to assist it in the performance of the activities or functions specified



in this Agreement, in accordance with the purchasing guidelines and requirements set forth in Exhibit L.

6. Governance.

PBCSC shall work with COUNTY to maintain a balanced relationship at the board and committee levels of governmental oversight. Each county commissioner will have one (1) appointee to the PBCSC Board of Directors for a total of seven (7) appointees. Appointees will be required to reside in Palm Beach County. Overall number of board members shall be 17.

7. Policies and Procedures.

A. Personnel.

(i) Executive Director - PBCSC shall hire and appoint an Executive Director who shall be an employee of PBCSC, and who shall have the day to day responsibility for the performance of the duties and obligations of PBCSC. The Executive Director shall fully cooperate and work with the Executive Director of the TDC to ensure that the activities of PBCSC and the contractors provided for herein are in conformance with the annual Business Plan adopted by the TDC. The Executive Director of the TDC and the County Administrator or his/her designee shall participate in the interview process for the PBCSC's selection of an Executive Director. The activities of the Executive Director of the TDC and the Executive Director of PBCSC shall be coordinated so as to be complementary and to minimize duplication of effort. The activities of the Executive Director (on behalf of PBCSC) shall be of a daily operational and marketing nature, while the activities of the TDC's Executive Director (on behalf of COUNTY) shall be administrative in nature.

(ii) The car allowance provided to the Executive Director of the PBCSC which is funded from revenues derived from the Tourist Development Tax shall be in conformity with the COUNTY'S policy on car allowances for department heads, attached hereto as Exhibit "J".

(iii) Staff of the PBCSC. PBCSC shall make good faith efforts to attract the best available employees by advertising in selected daily newspapers of general circulation, web sites and/or other appropriate trade publications. The salaries provided by PBCSC to its employees shall be in accordance with the provisions of Section 1 (I) of this agreement.

(iv) PBCSC may offer its employees a simplified employee pension plan. Contributions to such plan shall not exceed seven (7%) percent

of the employees' actual salaries. PBCSC shall incorporate the provisions of such plan into the policies and procedures of the PBCSC, and shall notify COUNTY of any proposed revision to the plan prior to implementation.

B. Guidelines and Policies and Procedures.

PBCSC shall submit to the TDC for its approval of guidelines, and financial policies and procedures which, upon approval by the COUNTY, shall further govern PBCSC in its performance of the duties and services contemplated by this Agreement. The guidelines and financial policies and procedures shall be reviewed at least annually to determine if they are appropriate and accomplishing their intended purposes. Revisions may be made when deemed necessary by the parties.

PBCSC shall, in the performance of its duties and responsibilities required under this Agreement, adhere to and act in conformity with the policies set forth in the following exhibits:

Exhibit A	FY 2018 Budget
Exhibit B	Employees' Moving Expense Reimbursement Policy
Exhibit C	Travel & Entertainment Policy
Exhibit D	Non-Discrimination Policy
Exhibit E	Performance Measures for FY '17
Exhibit F	Salary Policy
Exhibit G	Salary Structure
Exhibit H	Organization Chart
Exhibit I	Conflict of Interest Policy
Exhibit J	Car Allowance Policy
Exhibit K	Reserved
Exhibit L	Purchasing Policy

C. Third Party Contracts.

All contracts for professional and consulting services entered into by PBCSC under this Agreement shall be in writing and shall state that PBCSC is an independent service contractor of COUNTY and does not have the authority to enter into any contract on COUNTY'S behalf or to bind COUNTY to any such contract and shall further state, unless consented to by COUNTY, that COUNTY shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by COUNTY of any benefits thereunder.

D. Services and Goods Provision Contract Modification.

PBCSC shall not enter into, nor modify, any contract for services or goods entered

into by PBCSC in performing under this Agreement unless any such contract or modification is first approved by the Executive Director of the TDC.

E. Approvals, Adoptions, Consents or Acceptances.

Any approvals, adoptions, consents or acceptances of COUNTY required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County or their designee and shall as a condition precedent to said approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County require action by the TDC in accordance with Ordinance No. 95-30, as amended, and Resolution R-83-944. The Executive Director shall place all items to be considered by the TDC on the meeting agenda thereof and shall make his recommendation to the TDC on any item.

F. Furniture and Equipment.

All furniture or equipment acquired by PBCSC which was or will be paid for by or reimbursed from Tourist Development Tax funds shall be purchased in accordance with the COUNTY'S purchasing procedures and guidelines and shall be subject to the tagging and inventory requirements of Chapter 274, Florida Statutes, and applicable property control procedures of the COUNTY. Said furniture and equipment shall be and remain the property of COUNTY. PBCSC shall use the furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear excepted.

G. Auditing Contract.

The PBCSC'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 PBCSC. PBCSC'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. PBCSC will rebid the contract for an independent audit service no less frequently than every 7 years.

H. Legal Services Contract.

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

I. Travel Authorization.

The PBCSC staff travel will be approved in advance by the Executive Director. The

Executive Director's travel must be approved in advance by the Executive Committee and Sports Commission Board at a regularly scheduled board meeting. If this is not possible due to a conflict of dates, the President may approve such travel and will inform the Board at their next regularly scheduled meeting.

8. Independent Contractor.

PBCSC is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an agent of the COUNTY. The officers, employees, and agents of PBCSC shall not be considered to be officers, employees, or agents of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to PBCSC's sole direction, supervision and control. PBCSC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects PBCSC's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, or agents of the COUNTY.

9. Non-Discrimination.

During the performance of this Agreement, PBCSC agrees as follows:

A. Applicants and Employees. PBCSC will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, national origin, sex, marital status, familial status, ancestry, sexual orientation, gender identity and expression or genetic information, age, handicap or disability, with respect to, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including internship.

Prior to execution of a contract with the COUNTY, the PBCSC shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth in Resolution R-2014-1421, as may be amended. In the event that the PBCSC does not have a written non-discrimination policy, the PBCSC shall sign and submit to the COUNTY, a statement affirming that its non-discrimination policy conforms to the commitments set forth here.

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

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



10. Certificate of Conduct.

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

11. Certificate of Authority and No Conflict.

PBCSC hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY, and that it is not and will not be violating either directly or indirectly any conflict of interest statute or any other applicable statute by the performance of this Agreement.

12. Audit Requirements/ Availability of Records.

A. Independent Auditor.

During the term of this Agreement and subject to the provisions of Section 6 (G), PBCSC will annually hire an independent auditing firm to audit their accounts. PBCSC agrees an independent auditor shall have access to, and the right to examine, any pertinent books, documents, papers and records of the PBCSC including computer generated mail, documents and files. The result of this independent audit will be submitted to the TDC. PBCSC shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement.

PBCSC agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of PBCSC. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

B. Availability of Records.

PBCSC shall maintain and preserve records, books, documents, papers, charges, expenses and costs and financial information pertaining to work performed under this Agreement. PBCSC agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of PBCSC. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

During the term of this Agreement, COUNTY is hereby granted the power to designate any or all records of PBCSC, 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.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the PBCSC: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the PBCSC shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The PBCSC is specifically required to:

- (i) Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- (ii) Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The PBCSC further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (iii) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the PBCSC does not transfer the records to the public agency.
- (iv) Upon completion of the Agreement, the PBCSC shall transfer, at no cost to the COUNTY, all public records in possession of the PBCSC unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the PBCSC transfers all public records to the COUNTY upon completion of the Agreement, the PBCSC shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the PBCSC keeps and maintains public records upon completion of the Agreement, the PBCSC shall meet all applicable requirements for retaining public records. All records stored electronically by the PBCSC must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the PBCSC to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. PBCSC acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE PBCSC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PBCSC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**C. Audit Committee.**

The PBCSC President shall establish an Audit committee comprised of at least five (5) members of the PBCSC Board of Directors. The Treasurer shall serve as the Chairman of the Audit Committee. Members of the Audit Committee will serve no more than three (3) consecutive years; a minimum of two (2) members will rotate off the committee and be replaced by two (2) new members each year. New members of the Audit Committee shall be appointed whenever a vacancy occurs in committee membership. Members of the Audit committee will annually review the Audit Report, Management Letter and staff response to the Management Letter. The Audit committee will report to the PBCSC on its findings. The Auditor and the President of the Sports Commission or his/her Board designee shall present the audit report including the management letter to the TDC's Finance Committee. Upon review by the Finance Committee and the County's Internal Auditor, the Audit shall be presented to the Tourist Development Council. In the event the Finance Committee determines that any matters relating to its review of the Audit requires consideration of the TDC, the PBCSC Auditor and Board President or the Board designee shall be required to attend the TDC meeting at which the Audit will be considered.

**D. Finance Committee.**

The Finance Committee shall be responsible for assuring the financial solvency of the PBCSC and for reviewing and reporting on its financial condition to the PBCSC Board. The Committee shall work with other established committees to create annual financial goals and budgets. Members of the Committee shall be appointed by the President from among the membership. Reports submitted to the TDC shall include, but not be limited to, recommendations on the budget, financial issues, and changes in fiscal operation.

13. Findings Proprietary.

Any reports, information or data given to, prepared or assembled for or by PBCSC under this Agreement which the COUNTY requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of the COUNTY. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by the COUNTY or by PBCSC under conditions specified herein. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared under this Agreement.

14. Intellectual Property.

All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property utilizing any TDC logo or slogan created by or on behalf of PBCSC under this Agreement or otherwise under Category "G" of the COUNTY'S Tourist Development Plan shall be the property of COUNTY and PBCSC hereby assigns to COUNTY any and all rights PBCSC has or may acquire in such intellectual property. COUNTY hereby grants a nonexclusive license to PBCSC for the use of such intellectual property during the term of this Agreement for the purpose of carrying out PBCSC's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including required approvals by COUNTY, and provided further that any and all revenues derived from such use by PBCSC shall be applied solely to the performance of PBCSC's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by PBCSC to COUNTY. PBCSC shall take no action inconsistent with COUNTY'S rights in such intellectual property, and will take reasonable actions, including registration of trademarks and trade names, as necessary and appropriate to protect the COUNTY'S rights in such property. The PBCSC is authorized and directed to include the COUNTY's name, logo and the current members of the Board of the County Commission in any publications of the PBCSC for distribution such as its newsletters, annual reports and similar publications as feasible and appropriate.

15. Prohibition of Assignment.

PBCSC shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written consent of the COUNTY.

16. Conflict of Interest.

Neither PBCSC, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the



duties, obligations or the performance of services provided for in this Agreement. The PBCSC shall have in place and shall comply with a comprehensive conflict of interest policy for its members, which is attached hereto and made a part hereof as, EXHIBIT "I." The Palm Beach County Sports Commission acknowledges that it will comply with the Palm Beach County Code of Ethics, Ordinance No.2009-051 as amended.

17. Authority to Practice.

The PBCSC hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business. Proof of such license and approvals shall be submitted to COUNTY upon request.

Furthermore, the PBCSC shall conduct its business activities in a responsible manner and comply with any and all applicable laws, ordinances, statutes or regulations.

18. Insurance.

PBCSC shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

A. Certificate of Insurance.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. PBCSC shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall clearly indicate that PBCSC has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and to the extent allowable by the insurer, that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve PBCSC of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance.

PBCSC shall maintain during the life of this Agreement and any renewal thereof, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than \$1,000,000 per occurrence to protect PBCSC from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by PBCSC or by anyone directly employed by or contracting with PBCSC.

C. Comprehensive Automobile Liability Insurance.

PBCSC shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect PBCSC from claims for damages for bodily and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by PBCSC or by anyone directly or indirectly employed by PBCSC.

D. Workers' Compensation Insurance.

PBCSC shall maintain during the life of this Agreement, or any renewal thereof, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Chapter 440, Florida Statutes.

E. Fidelity Bond.

The PBCSC shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of Five Hundred Thousand Dollars (\$500,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies, or finances. Such bond shall include or be endorsed to cover "third party" liability and include a third party beneficiary endorsement in favor of the County.

F. Officers and Directors.

The PBCSC shall have in force during the life of the Agreement Directors and Officers Insurance in an amount not less than One Million Dollars (\$1,000,000).

19. Indemnification.

PBCSC shall indemnify, save and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any intentional or negligent act or omission of PBCSC, its officers, employees, and agents in the performance of services under this agreement, and regardless of whether such negligent act or omission of PBCSC was caused, occasioned or contributed to in whole or in part by the negligence of the COUNTY or its officers, employees, servants or agents.

PBCSC further agrees to indemnify, save, hold harmless and defend the COUNTY, its officers, employees, and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of PBCSC not included in the paragraph above and for which the COUNTY, its officers,

employees, and agents are alleged to be liable.

20. Term of Agreement.

This Agreement shall be effective until September 30, 2022, unless sooner terminated as provided herein. This Agreement may be extended or modified upon mutual agreement in writing.

21. Termination.

The COUNTY or PBCSC may terminate this Agreement at any time without cause by giving the other ninety (90) days advance written notice of such termination and specifying the effective date thereof. If PBCSC, at any time during this Agreement, or any renewal thereof, should be in default (i.e. a material breach) of any term, provision or covenant of this Agreement, and shall fail to remedy such default within thirty (30) days after written notice from COUNTY then, if such default is not cured, COUNTY may at its option, terminate this Agreement by giving PBCSC written notice of COUNTY'S election to terminate this Agreement at least ten (10) days prior to said date of termination. In the event the Board of County Commissioners shall decide to terminate this Agreement, PBCSC shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement.

22. Ordinance Amendment.

Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 95-30, as amended, as the COUNTY may from time to time deem appropriate.

23. Performance and Obligation to Pay.

PBCSC's performance and the COUNTY'S obligation to pay under this Agreement is contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of the Tourist Development Tax funds designated in County's Tourist Development Plan for Category "G" uses, the receipt of said Tourist Development Tax funds and an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "A".

24. Public Entity Crimes.

As provided in F.S.287.132-133, by entering into this contract or performing any work in furtherance hereof, the PBCSC certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

25. Amendment.

This Agreement shall constitute the entire Agreement between the parties unless otherwise amended in writing. Any failure by COUNTY to require strict performance by PBCSC or any waiver by the COUNTY of any provision of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

26. Notices.

All notices required by this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Executive Director  
Tourist Development Council  
2195 Southern Boulevard, Suite 500  
West Palm Beach, FL 33406

with a copy to: County Administrator  
301 North Olive Avenue – 11<sup>th</sup> Floor  
West Palm Beach, FL 33401

and a copy to: County Attorney  
301 North Olive Avenue – Suite 601  
West Palm Beach, FL 33401

and if sent to PBCSC, shall be mailed to:

Executive Director  
Palm Beach County Sports Commission, Inc.  
2195 Southern Boulevard, Suite 550  
West Palm Beach, FL 33406

27. Small Business Enterprise.

The PBCSC shall comply with the provisions of the Palm Beach County Small Business Enterprise Ordinance as codified in Sections 2-80.21 through 2-81.34 (as

amended) which sets forth the County's requirements for the Small Business Enterprise (SBE) program, and shall utilize such provisions when seeking bids or proposals for vendors/contractors under this Agreement.

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 through 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 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 of the PBCSC shall comply with the provisions of the Palm Beach County Code of Ethics, sections 2-441 through 2-448 (as amended from time to time) of the County Code.

A. A ticket, pass or admission in connection with public events, appearances or ceremonies related to official county or municipal business, if furnished by a nonprofit sponsor organization of such public event, or if furnished pursuant to a contract between the event sponsor and the county or municipality as applicable provided the sponsor organization does not employ a lobbyist, and further provided the ticket, pass or admission is given by a representative of the sponsor organization who is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the ticket, pass or admission must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).

B. Expenditures made in connection with an event sponsored by a nonprofit organization funded in whole or in part with public funds whose primary function is to encourage and attract tourism or other business opportunities for the benefit of Palm Beach County or the municipalities as applicable, provided the sponsor organization does not employ a lobbyist, and further provided that the invitation to the event is made by a representative of the sponsor organization and the representative is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the expenditure must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(j)(1) and (f)(2).

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 PBCSC.

31. Advertising, Recruiting and Job Information.

A. Job Advertising. The PBCSC shall undertake advertising of the job openings in Palm Beach County to provide sufficient notice to Palm Beach County's residents concerning the availability of PBCSC'S new positions. The advertising regarding the new jobs at PBCSC'S facility in Palm Beach County must be countywide, include Hispanic and Minority news venues, and not limited to a single advertisement.

B. Job Availability. The PBCSC shall coordinate with the following agency regarding new job opportunities:

CareerSource Palm Beach County  
1951 N Military Trail, Suite D  
West Palm Beach, FL 33409  
Attention: Executive Director

Employment should reflect, to the greatest extent feasible, the racial, gender and ethnic make-up of the community.

32. Public Meeting Notice.

PBCSC agrees to publicly notice all of its Executive and Full Board meetings and Committee meetings on Palm Beach County's website at least five (5) calendar days prior to said meeting(s). Said notice(s) shall include the time and location of the meeting(s).

REMAINDER OF PAGE BLANK INTENTIONALLY



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

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk


By: \_\_\_\_\_  
Paulette Burdick, Mayor

(SEAL)

ATTEST:

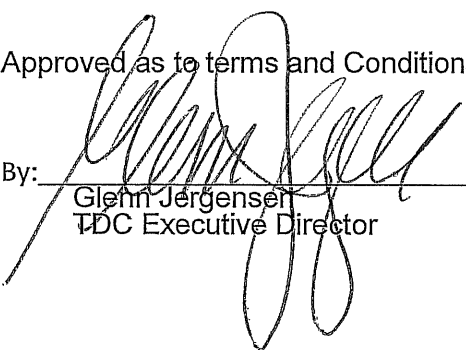
Palm Beach County Sports Commission, Inc.

By:   
George Linley  
Executive Director

By:   
Eric Call  
President

Approved as to terms and Conditions:

Approved as to form and legal sufficiency:

By:   
Glenn Jorgensen  
TDC Executive Director

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

**PALM BEACH COUNTY**  
**Palm Beach County Sports Commission**  
**Exhibit A**

Description	FY15 Actual	FY16 Actual	FY 17 Budget	FY17 Modified Budget	FY17 Forecast	FY18 Budget
Personnel	\$ 596,707	\$ 667,035	\$ 753,206	\$ 753,206	\$ 753,206	\$ 803,600
Marketing & Promotion	\$ 182,728	\$ 464,364	\$ 576,400	\$ 576,400	\$ 576,400	\$ 692,760
General & Administrative	\$ 83,450	\$ 90,435	\$ 150,600	\$ 150,600	\$ 150,600	\$ 184,840
Total Sports Commssion Contract	\$ 862,885	\$ 1,221,834	\$ 1,480,206	\$ 1,480,206	\$ 1,480,206	\$ 1,681,200
Marketing Stimulus/Incentive	\$ 166,200	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 657,092	\$ 970,514	\$ 1,126,783	\$ 1,126,783	\$ 1,121,508	\$ 1,129,497
Total Sports Commission Expenses	\$ 1,686,177	\$ 2,192,348	\$ 2,606,989	\$ 2,606,989	\$ 2,601,714	\$ 2,810,697
Reserves	\$ 1,344,480	\$ 1,691,376	\$ 1,255,276	\$ 1,480,389	\$ 1,733,521	\$ 1,535,985
Total Sports Commission Available Funds	\$ 3,030,657	\$ 3,883,724	\$ 3,862,265	\$ 4,087,378	\$ 4,335,235	\$ 4,346,682

**EXHIBIT B**  
**MOVING EXPENSE REIMBURSEMENT POLICY FOR EMPLOYEES**  
**HIRED IN SELECTED POSITIONS**

PBCSC may be reimbursed by Palm Beach County for moving expenses for employees hired for the Executive Director position.

Employees hired for the Executive Director position may be reimbursed up to 75% of their moving expenses but not to exceed \$5,000 unless provided otherwise in a written agreement. Such written agreement may provide for reimbursement of actual and reasonable moving expenses in an amount not to exceed \$10,000, after obtaining written estimates as provided in this Policy and approval by the County Administrator or his/her designee.

Employees hired for such position shall submit three (3) written estimates and a paid invoice to the Executive Director of the Tourist Development Council. Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with PBCSC within one year from the date of employment must reimburse PBCSC the full amount of the moving expenses originally paid. PBCSC will, in turn, reimburse Palm Beach County.

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

## EXHIBIT C

### TRAVEL & ENTERTAINMENT POLICY FOR TOURISM PROMOTION ACTIVITIES

Florida Statute 125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for Palm Beach County. These guidelines apply to all TDC-funded agencies including the Palm Beach County Sports Commission, and their respective subcontractors. The statute authorizes reimbursement for "actual and reasonable" expenses.

County Tourism Promotion contractors are authorized to provide, arrange and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the agency. However, entertainment expenses shall be authorized only when meeting with sports or travel writers, representative of National Governing Bodies (NGB's) event owners or directors, or other persons connected with the sports or tourist industry. All travel and entertainment related expenditures in excess of \$10 shall be substantiated by paid invoices. Palm Beach County PPM CW-F-009 Travel Policy is utilized when Florida Statute Section 125.0104 does not govern or this policy.

#### DOMESTIC TRAVEL (Including Florida)

Meal expenses will be deemed to be reasonable if they comply with the per diem limit by city as shown in the most recent Business Travel News publication, which has been summarized with CPI adjustments factored in. If a particular city is not listed in the publication, it may be appropriate to use the next closest city as the guide. However, some resorts are adjacent to a city at which a per diem meal schedule may not be on par with the resort. In that case, "actual and reasonable" meal expenses will be accepted. Any departure from the published rates will be deemed to be excessive unless the reasonableness and necessity of the expenditure is satisfactorily proven by the traveler in a written explanation on the expense reimbursement form.

Meal expenditures may be combined such that the daily total does not exceed the per diem limit, provided, however, that one does not incur entertainment expenses which include a meal during the same day, or during a day when the traveler arrives or departs from a city. The maximum tip on any meal is 15%, NO EXCEPTIONS. Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make one (1) personal call home per day, excepting unusual circumstances which must be explained and will be subject to review.

#### FOREIGN TRAVEL

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication that is distributed monthly. This publication breaks down per diem into meals & incidentals (MIE), and lodging. The MIE rate is inclusive of tips for meals and other related expenses

Foreign Exchange: Receipts for foreign exchange must be submitted so as to determine the rate of exchange. THE HOTEL MAY NOT BE USED TO EXCHANGE CURRENCY unless it is an emergency. Exchange rates will be verified for reasonableness from historical data posted on the Internet. The currency site for foreign exchange is [www.oanda.com](http://www.oanda.com).

When traveling in several countries on the same trip, please submit an expense report for each country along with the exchange rate in effect at the time of travel.

**EXCEPTIONS FOR FOREIGN TRAVEL:** Lodging may exceed the per diem listed provided there is a valid reason as to why the accommodations exceeded the per diem limits. For example, when the Sports Commission attends the Sport Accord Convention in Switzerland, all hotels increase their rates significantly for this event. In such event the traveler may be authorized to pay a rate that is above the rates published in the guide and may be reimbursed provided it is actual and reasonable under the circumstances and is supported with proper documentation.

#### AIR TRAVEL

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

**TIPS:** All tips for portage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. Tips over \$10 given for portage of large and/or numerous boxes of material or displays, require explanations and receipts. Tips for meals are to be included in the meals column, NOT the tips column of the expense report.

#### ENTERTAINMENT

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

Breakfast:	\$30.00	A maximum 20% gratuity 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 reception photography and special decorations are not included.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance. (For Sports Commission, staff may follow special procedures for exceeding the above limits by requesting contributions from participants to offset the anticipated overage. These procedures are very specific and require advance planning and authorization.

#### EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard 2-sided Expense Report. It must be approved by the agency head. Write the proper account code in the top right corner (example 4806-XXX Public Relations)

**IMPORTANT:** You must also attach a copy of the pages(s) from the Sales and Marketing Management guide that lists the per diem for the city(s) where you have incurred meals and/or lodging expenses as necessary.

**NON-DISCRIMINATION POLICY  
EXHIBIT "D"**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Sports Commission is required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event Sports Commission does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, Sports Commission shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Sports Commission hereby acknowledges that it does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Sports Commission hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

**OR**

- ☒ Sports Commission hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

**OR**

- ☐ Sports Commission hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Sports Commission hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

**NOTE:**

Sports Commission shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

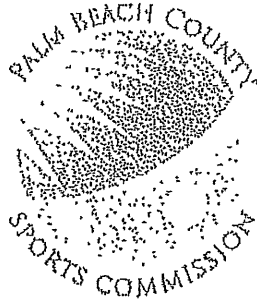
**SPORTS COMMISSION:**

\_\_\_\_\_  
*George W. Linky*  
Signature

\_\_\_\_\_  
George W. Linky  
Name (type or print)

\_\_\_\_\_  
Executive Director  
Title





## Palm Beach County Sports Commission

The policies and procedures in this manual are not intended to be contractual commitments by Palm Beach County Sports Commission, and employees shall not construe them as such.

The policies and procedures are intended to be guides to management and are merely descriptive of suggested procedures to be followed. Palm Beach County Sports Commission reserves the right to revoke, change or supplement guidelines at any time without notice.

No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied from any statements in this manual.

Effective 7-7-15

**Interests In Other Businesses:**

Unless approved in advance by an employee's supervisor/manager, neither an employee nor his or her spouse, domestic partner, or any other member of the employee's immediate family may directly or indirectly have a financial interest (whether as an investor, lender, employee, or other service provider) in a competitor, or in a customer or supplier if that employee or his or her subordinates deal directly or indirectly with that customer or supplier in the course of his or her job with the Palm Beach County Sports Commission.

**Palm Beach County Sports Commission Proprietary and Other Confidential Information:**

The Palm Beach County Sports Commission operates in many different and extremely competitive markets. Every employee should be aware that in any competitive environment, proprietary information and trade secrets must be safeguarded in the same way that all other important Palm Beach County Sports Commission assets are protected. All employees of Palm Beach County Sports Commission must refrain from using or appearing to use confidential information acquired in the course of their work for unethical or illegal advantage either personally or through third parties.

**Employment Policies:**

The Palm Beach County Sports Commission is committed to fostering a work environment in which all individuals are treated with respect and dignity. Each individual should be permitted to work in a business-like atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Palm Beach County Sports Commission expects that all relationships among persons in the workplace will be business-like and free of unlawful bias, prejudice, and harassment. It is the Palm Beach County Sports Commission's policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, creed, color, religion, gender, national origin, sexual orientation, ancestry, age, or other physical or mental disability or any other status protected by law.

It is the Palm Beach County Sports Commission's policy to comply with all applicable wage and hour laws and other statutes regulating the employer-employee relationship and the workplace environment.

No Palm Beach County Sports Commission employee may interfere with or retaliate against another employee who seeks to invoke his or her rights under the laws governing labor and employee relations. If any employee has questions about the laws or Palm Beach County Sports Commission policies governing labor and employee relations, he or she should consult the Administration Services Department, or the Executive Director.

The Palm Beach County Sports Commission is committed to providing a safe workplace for all employees. In addition, several laws and regulations impose responsibility on the Palm Beach County Sports Commission to safeguard against safety and health hazards. For that reason, and to protect the safety of

An employee cannot use the Palm Beach County Sports Commission's computer facilities to knowingly break any laws and regulations of the United States or any other country. Use of the Internet for illegal purposes will be grounds for termination.

#### **Chain Letters**

Chain letters or chain email is a message sent to a number of people, with a request that each recipient send copies to a list of new recipients. Chain letters are often part of a get-rich-quick scheme, a way of sending jokes over the Internet, or a means to spread religious or political ideas. The circulation of chain letters utilizes a network of people to share a message in a geometric progression. However, participation in the spread of chain letters or chain email is considered an unacceptable practice by Palm Beach County Sports Commission and is prohibited. If a chain letter is received by an employee, the Palm Beach County Sports Commission prohibits the forwarding of the email to anyone. Ignore chain emails and delete them.

#### **Faxing**

Employees of [Palm Beach County Sports Commission] are allowed to use the Palm Beach County Sports Commission fax machine/system during working hours as long as the communication via the fax (both sending and receiving) is related to job activity. As with all forms of communication, when faxing information from the Palm Beach County Sports Commission fax machine, you must not reveal confidential and proprietary information.

#### **Harassing, Discriminatory, and Defamatory Use**

Employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. The Palm Beach County Sports Commission does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances may employees use the Palm Beach County Sports Commission's information technology resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racial messages, jokes, cartoons).

#### **Gambling**

The use of Palm Beach County Sports Commission computers and networks to gamble is strictly prohibited. It is Palm Beach County Sports Commission policy to prohibit absolutely any gambling on the part of its employees. Gambling losses constitute a threat to the Palm Beach County Sports Commission's security, and the practice will not be tolerated. In addition, gambling can interfere with employee productivity and morale.

#### **Personal eCommerce Transactions**

Exhibit E

Sports Commission

FY 2018 OBJECTIVES

- 1
- Achieve 215,000 sports related room nights.
- 2
- Submit or assist in the submission of 60 event/activity bids.
- 3
- Organize 35 site visits to recruit events/activities to Palm Beach County
- 4
- Provide funding to 85 events/activities
- 5
- Host or support 155 events/activities
- 6
- Assist 13 events/activities that promote Palm Beach County as a tourist destination through national or international television coverage.
- 7
- New Sporting Event Grants - 25,000 actual room nights

	Actual FY 2016	Estimated FY 2017	Projected FY 2018	Type	Obj
PERFORMANCE MEASUREMENTS					
Number of supported sports related room nights	203,262	205,000	215,000	Demand	1
Number of submitted or assisted bids	66	55	60	Input	2
Number of organized site visits to recruit sporting events to PB County	31	28	35	Output	3
Number of events provided funding	89	80	85	Demand	4
Number of events hosted or supported	152	150	155	Demand	5
Number of assisted events providing TV coverage/webcasting	11	12	13	Outcome	6
New Sporting Event Grants - Actual Room Nights	33,205	21,000	25,000	Output	7

## **EXHIBIT F**

### **SALARY POLICY**

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

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

The PBCSC employees will also have an opportunity for an additional annual payment based on an incentive program. Upon achieving individual and business plan goals, amounts for incentive program payments will be given from the annual budget, upon prior approval of the Executive Director of the TDC and County.

Reports of all salary adjustments and incentive program payments will be submitted to the TDC each year.

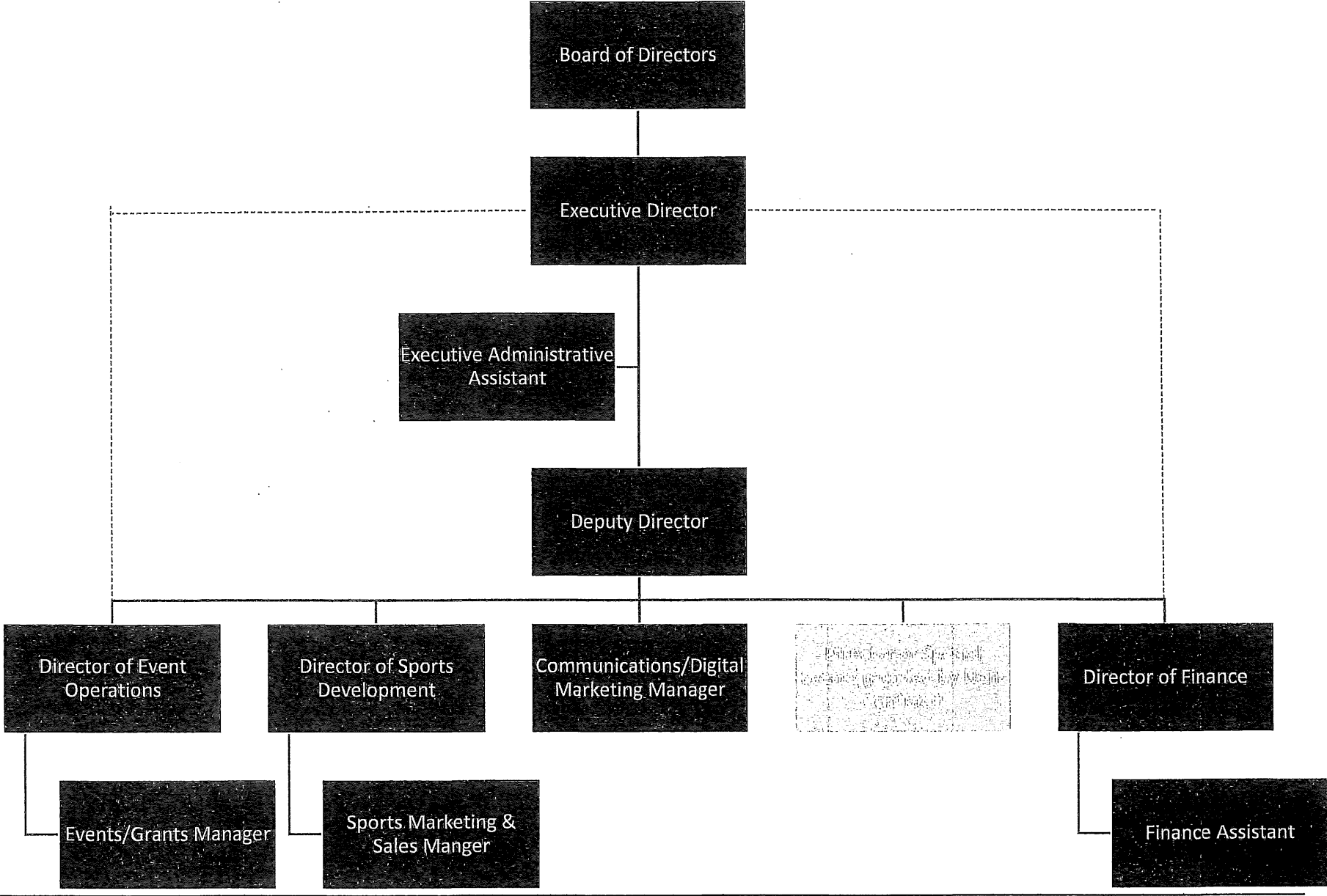
**EXHIBIT G**

**PALM BEACH COUNTY SPORTS COMMISSION SALARY STRUCTURE**

<b>Job Title</b>	<b>Start</b>	<b>Mid-Range</b>	<b>Maximum</b>
Executive Director	100,000	130,000	155,000
Deputy Director	65,000	85,000	95,000
Director of Finance	65,000	75,000	85,000
Director of Sports Development	50,000	60,000	70,000
Director of Event Operations	50,000	60,000	70,000
Communications/Digital Marketing Manager	45,000	55,000	65,000
Events/Grants Manager	45,000	50,000	55,000
Sports Marketing/Sales Manager	40,000	45,000	50,000
Executive Administrative Assistant	35,000	42,500	50,000
Finance Assistant	30,000	40,000	50,000



Palm Beach County Sports Commission  
Exhibit H 2018



Legend: ----- Direct Report to Executive Director

## **Exhibit I**

### **Conflict of Interest**

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

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

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

#### **Examples**

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

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

## **CONFLICT OF INTEREST POLICY**

### **Use of Information**

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

### **Disclosure and Recusal**

Whenever any director has a conflict of interest or a perceived conflict of interest with The PBCSC, he or she shall notify the board chair of such conflict in writing.

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

When any conflict of interest is relevant to a matter that comes under consideration or requires action by the board, or a board committee, the interested person shall call it to the attention of the board chair and shall not be present during board or committee discussion or decision on the matter. However, that person shall provide the board or applicable committee with any and all relevant information on the particular matter.

The minutes of the meeting of the board or its committee shall reflect that the conflict of interest was disclosed, that the interested person was not present during discussion or decision on the matter, and did not vote.

### **Dissemination**

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

### **Certification**

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

CONFLICT OF INTEREST POLICY

CONFLICT CERTIFICATION FOR THE PBCSC  
Board and Senior Staff

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

----- OR -----

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

**EXHIBIT J**  
**CAR ALLOWANCE**

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

---

ISSUE DATE  
September 16, 2011

---

EFFECTIVE DATE  
September 16, 2011

---

**PURPOSE:**

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

**UPDATES:**

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

**AUTHORITY:**

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

**POLICY:**

Eligibility

1. The Board of County Commissioners may provide a salary supplement in lieu of a 24-hour vehicle assignment to those positions eligible for this benefit. Eligible positions include positions designated by the County Administrator, members of the Board of County Commissioners, and County Commission Administrative Assistants.
2. Contractual employees who receive auto allowances will continue to do so under the terms of their present contract or as renegotiated at time of contract renewal.
3. Persons receiving the auto allowance will not be eligible for reimbursement for automobile mileage, except for travel in the performance of official duties to locations outside of Palm Beach County.

Reimbursement for out-of-county travel shall be credited for the entire mileage of that trip in accordance with Section 112.061, Florida Statutes. Persons receiving the auto allowance may be reimbursed for the reasonable cost of a rental vehicle for official duty travel to a location outside of Palm Beach County, after showing that such rental vehicle expense is less than the cost of air travel to the same location. For all normal or daily business travel, employees receiving the auto allowance will use their personal vehicle and not a departmental vehicle.

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

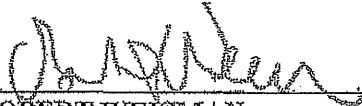
#### Amount

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

#### PROCEDURE:

1. To receive the automobile allowance, the individual must be certified to drive on County business in accordance with PPM #CW-O-004, Vehicle Safety Program. A noncompliance with the provisions of this policy may result in suspension or cancellation of the automobile allowance.
2. Prior to receiving the automobile allowance, the traveler shall submit to the Clerk & Comptroller's Payroll Department a signed and completed "Palm Beach County Monthly Mileage Voucher." The voucher shall be approved by the traveler's immediate supervisor prior to submission. In accordance with Florida Statute 112.061, the form "will show the places and distances for an average typical month's travel on official business, and the amount that would have been allowed under the approved rate per mile for the travel shown in the statement"
3. Additionally, a new mileage voucher shall be approved and submitted to the Payroll Department annually, no later than September 15. Payment of car allowance will be discontinued effective October 1 and will not be reinstated until an approved voucher is received. The Payroll Department will send a notification to all current auto allowance recipients in August reminding them of the need to submit a new mileage voucher.
4. The amount paid will not be part of the employee's base pay, and is not included in calculations for pay adjustments. The withholding of federal income tax and the appropriate FICA tax will be deducted in accord with IRS regulations. The amount of the auto allowance will be included in the FICA wages dollar amount and, thus, will be used in the determination of the maximum wages subject to the FICA tax.



  
ROBERT WEISMAN  
COUNTY ADMINISTRATOR

Supersession History:

1. A.O. 5-5, issued 5/10/88
2. PPM CW-F-008, issued 7/7/88
3. PPM CW-F-008, issued 2/19/91
4. PPM CW-F-008, issued 8/20/91
5. PPM CW-F-008, issued 2/2/92
6. PPM CW-F-008, issued 2/1/92
7. PPM CW-F-008, issued 10/28/98
8. PPM CW-F-008, issued 11/4/99
9. PPM CW-F-008, issued 11/1/01
10. PPM CW-F-008, issued 6/1/05

Exhibit K

Reserved

## EXHIBIT L

### PROCUREMENT POLICY

Contracts entered into by the Agency in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Agency Management to educate staff who make purchases as to the Agency's obligations under this Agreement. Failure to follow these guidelines may result in non-reimbursement of Agency 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 Agency 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 Agency 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 Agency 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. Less than \$5,000. The Agency may contract to purchase goods or services less than \$5,000 by obtaining oral quotes for the goods or services. A competitive process is encouraged and both SBE and Local Preference should be considered in making these purchases.
2. Between \$5,001 and up to \$50,000. The Agency may contract to purchase goods or services between \$5,001 and up to \$50,000 by obtaining a minimum of three (3) written quotations (RFQ) for each item or group of items needed. The Agency 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 \$50,001 and up to \$100,000. The Agency may contract to purchase goods and services between \$50,001 and up to \$100,000 by obtaining a minimum of three (3) written proposals for Request for Submittal (RFS). Any bid or request for submittal for the purchase of goods or services over \$50,001 shall require the approval of the Executive Director of the TDC prior to contract execution by the Agency. The Agency will secure at least three (3) written submittals for each item or group of items needed and provide documentation or justification for lack thereof. Advertisements for written requests for proposals will be posted on the agency website under a public page inviting requests for submittals, published no less than one time in a trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the

service will be provided, as appropriate. Requests for submittals will be mailed or emailed to all prospective bidders, as feasible.

4. Exceeding \$100,001. Contracts for purchases exceeding \$100,001 will be entered into according to the following procedures:

- a. The Agency 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. The Agency 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:

Agency President or Executive Director  
Executive Director of TDC  
Agency Chair or designee Board member  
Agency 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 Agency's Executive Committee or Full Board of Directors as dictated by the Agency By-Laws.

- e. Upon approval by the Agency's Executive Committee or Full Board, 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 any contract item exceeding \$100,000 on the agenda for action by the Board of County Commissioners. If the Agency'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. The Agency 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. The Agency will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from the Agency's or the COUNTY's vendor list, publications; catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.
- C. All purchasing procedures and dollar limits will be determined by the initial term of the contract multiplied by the annual contracted dollar amount and no contract will exceed five (5) years in duration.
- D. No contract or purchase shall be subdivided to avoid the purchasing guidelines and dollar level limit requirements provided for in this Agreement.
- E. Notwithstanding the requirements of Section A, the Agencies 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 the Agency has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need of the Agency 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 the Agency. The request for Sole Source Purchase must be made prior to any contract execution by the Agency.
  2. Emergency Purchases. The Agency 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 emergency. For purposes of this provision:
    - a. "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 the Agency. A State of Emergency issued for the County, series of Counties or the entire State of Florida will constitute an Emergency Purchase.
  3. Purchasing under Government Price Agreements. The Agency 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 governmental entity, agency or bureau utilized a competitive process and, providing that Agency

accepts the same terms and conditions specified within the originating contract; and providing that the contractor extends the same terms and conditions of the contract to the Agency. Contracts and purchases made under such agreements will be deemed as lowest bidder.

4. Bid Awards. Awards under this paragraph will be made to the lowest responsive, responsible bidder whose offer is determined to be the most advantageous to the Agency in its performance of the activities or functions provided for in this Agreement. Evaluation of offers and proposals shall be based upon the criteria established by the Agency and approved by the Executive Director of the TDC, and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Upon the approval of the Executive Director of the TDC, 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 Agency in the performance of its duties, obligations and functions as provided in this Agreement.

F. 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 L - shall apply to these contracts.



PALMBEA-09

DCONRAD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/22/2017

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 have ADDITIONAL INSURED provisions or 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 Plastridge Insurance Agency 10337 N. Military Trail Palm Beach Gardens, FL 33410	CONTACT NAME: PHONE (A/C, No, Ext): (561) 630-4955 FAX (A/C, No): (561) 630-4966 E-MAIL ADDRESS: palmbeachdocs@plastridge.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Ins Co.	NAIC # 18058
INSURER B: Technology Insurance Company	
INSURER C: Federal Insurance Company	20281
INSURER D:	
INSURER E:	
INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:	X	PHPK1558270-1	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PHPK1558270-1	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB558279-1	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWC3662892	10/01/2017	10/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers		PHSD1184577	10/01/2017	10/01/2018	Limit 1,000,000
C	Crime		82111718	10/01/2017	10/01/2018	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Palm Beach County Board of County Commissioners are included as Additional Insured with respects to General Liability as required by written contract

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Glenn Jergensen 2195 Southern Blvd., Suite 500 West Palm Beach, FL 33406	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 

Sports Commission

TOTAL STAFF JUNE 2017

	2013 PBC	Key	Female	Male	Total Staff	Ethnicity %
	Ethnicity %	Ethnicity				
Senior Management	54%	White	1	3	4	100%
	18%	Black				0%
	21%	Hispanic				0%
	3%	Asian				0%
	4%	Other				0%
Total	100%		1	3	4	100%

Professional	54%	White	1	3	4	100%
	18%	Black				0%
	21%	Hispanic				0%
	3%	Asian				0%
	4%	Other				0%
Total	100%		1	3	4	100%

Administrative & Clerical	54%	White	1		1	25%
	18%	Black				0%
	21%	Hispanic				0%
	3%	Asian				0%
	4%	Other				0%
Total	100%		1	0	1	25%

Total Agency	54%	White	3	6	9	100%
	18%	Black		0	0	0%
	21%	Hispanic		0	0	0%
	3%	Asian		0	0	0%
	4%	Other		0	0	0%
Total	100%		3	6	9	100%

TOTAL STAFF MARCH 2017

	Key	Female	Male	Total Staff	Ethnicity %
	Ethnicity				
	White	1	3	4	100%
	Black				0%
	Hispanic				0%
	Asian				0%
	Other				0%
		1	3	4	100%

	White	1	3	4	100%
	Black				0%
	Hispanic				0%
	Asian				0%
	Other				0%
		1	3	4	100%

	White	1		1	25%
	Black				0%
	Hispanic				0%
	Asian				0%
	Other				0%
		1	0	1	25%

	White	3	6	9	100%
	Black		0	0	0%
	Hispanic		0	0	0%
	Asian		0	0	0%
	Other		0	0	0%
		3	6	9	100%

TOTAL STAFF DECEMBER 2016

	Key	Female	Male	Total Staff	Ethnicity %
	Ethnicity				
	White	1	3	4	80%
	Black	1		1	20%
	Hispanic				0%
	Asian				0%
	Other				0%
		2	3	5	100%

	White	1	1	2	40%
	Black				0%
	Hispanic				0%
	Asian				0%
	Other				0%
		1	1	2	40%

	White	1		1	20%
	Black				0%
	Hispanic				0%
	Asian				0%
	Other				0%
		1	0	1	20%

	White	3	4	7	88%
	Black	1		1	13%
	Hispanic			0	0%
	Asian			0	0%
	Other			0	0%
		4	4	8	100%

TOTAL STAFF SEPTEMBER 2016

	2013 PBC	Key	Female	Male	Total Staff	Ethnicity %
	Ethnicity %	Ethnicity				
	54%	White	1	3	4	80%
	18%	Black	1		1	20%
	21%	Hispanic				0%
	3%	Asian				0%
	4%	Other				0%
	100%		2	3	5	100%

	54%	White	1	2	3	60%
	18%	Black				0%
	21%	Hispanic				0%
	3%	Asian				0%
	4%	Other				0%
	100%		1	2	3	60%

	54%	White	1		1	20%
	18%	Black				0%
	21%	Hispanic				0%
	3%	Asian				0%
	4%	Other				0%
	100%		1	0	1	20%

	54%	White	3	5	8	89%
	18%	Black	1		1	11%
	21%	Hispanic			0	0%
	3%	Asian			0	0%
	4%	Other			0	0%
	100%		4	5	9	100%