

3DD-3

Agenda Item #: \_\_\_\_\_

**PALM BEACH COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 9/18 /18 [ X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: PALM BEACH COUNTY SPORTS COMMISSION, INC.

**I. EXECUTIVE BRIEF**

**Motion and Title:** STAFF RECOMMENDS MOTION TO APPROVE: The First Amendment to the Agreement (R2017-1634) 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, 2018 through September 30, 2019 in the amount not to exceed of \$1,955,993 in contractual services and \$2,829,253 in indirect cost, grants and reserves for a total of \$4,785,246. This will be the second year of a five-year agreement.

**Summary:** The First Amendment to the Agreement updates for Fiscal Year 2019 Exhibit "A" – Annual Budget, Exhibit "E" – Performance Measures, Exhibit "G" – Salary Structure, Exhibit "H" - Organizational Chart, to be applied in Fiscal Year 2019. The First Amendment to the Agreement includes update to the PBCSC handbook to Exhibit "D"- Non-Discrimination Policy. The First Amendment to the Agreement revises Exhibit "C" – Travel & Entertainment Policy on gratuities. An increase of \$110,000 will be added to PBCSC's cash advance for FY2019 for a total cash advance of \$285,000. In addition, indirect cost, grants and reserves of \$2,829,253 are included for a total budget of \$4,785,246. 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 First Amendment to the Agreement adopts a new Exhibit "A" (Annual Budget), updates Exhibit "E" (Performance Measures), as well as an updated Exhibit "G" (Salary Structure) adjusting the salary range for the Director of Sports Development along with the added position of Marketing Coordinator and updating position title to Sports Sales Manager. Exhibit "H" (Organizational Chart) is updated to reflect the changes in salary structure and the added position. The First Amendment to the Agreement includes a rewrite to PBCSC's handbook reflected in Exhibit "D"- (Non-Discrimination Policy) which follows the County's non-discrimination guidelines. The First Amendment to the Agreement revises Exhibit "C" – (Travel & Entertainment Policy) to pay gratuities assessed included on bills that exceed fifteen percent. An increase of \$110,000 will be added to PBCSC's cash advance for FY2019 for a total of \$285,000 for operational expenses.

**Attachments:** The First Amendment to the Agreement with Exhibits A, C, D, E, G, H

Recommended by: [Signature] Date 8/27/18  
Department Director

Approved By: [Signature] Date 9/10/18  
County Administrator

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$1,955,993	2,014,673	2,075,113	<u>2,137,366</u>	2,201,487
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
	\$1,955,993	2,014,673	2,075,113	<u>2,137,366</u>	<u>2,201,487</u>
<b>NET FISCAL IMPACT</b>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	- 0-	0---	0---	0---	0---

Is Item Included In Proposed Budget? Yes X No.   
 Does this item include the use of federal funds? yes \_\_\_\_\_ no X   
 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.

**C. Department Fiscal Review:** *Est. Ben Poque*

**III. REVIEW COMMENTS**

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

*Lisa Pina* 8/31/18 *Janet...* *Debra...*  
 8/30 8/30 OFMB 8/30 Contract Dev. and Control 9/6/18  
 jm 8/30

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

*[Signature]* 9/7/18  
 Assistant County Attorney

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

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

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

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

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, to the Agreement dated October 17, 2017, (hereinafter referred to as the "Agreement") (R2017-1634), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and Palm Beach County Sports Commission, Inc. (hereinafter referred to as "PBCSC").

**WITNESSETH:**

**WHEREAS**, the COUNTY and PBCSC entered into the Agreement whereby PBCSC develops and implements an annual marketing plan for promoting and attracting sports events and activities in Palm Beach County to increase tourism and hotel occupancy; and

**WHEREAS**, the COUNTY has identified an increase to PBCSC's cost advance for FY2019 to be allocated to and expended by PBCSC in its efforts to promote, market and advertise Palm Beach County tourism under the Agreement; and

**WHEREAS**, the Agreement requires an amendment to provide for certain revised PBCSC Exhibits; and

**WHEREAS**, the parties have agreed that this Amendment is in the best interest of PBCSC and the COUNTY's tourism promotion program.

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

1. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit A, FY 2019 Annual Budget, Exhibit "E" – Performance Measures, Exhibit G, Salary Structure and Exhibit "H" Organizational Chart for salaries, positions and titles; revises Exhibit "C" – Travel & Entertainment Policy, and updates Exhibit "D" – Non Discrimination Policy, all attached hereto and made a part hereof.
2. An additional \$110,000 will be added to PBCSC's cash advance for FY 2019. In addition, indirect costs, grants and reserves totaling \$2,829,253 are included for a total budget of \$4,785,246.
3. Section 4, Operations/Funding Agreement, Subsection C, Operating Budget/Expendable Budget Supplies/Funds Availability Procedure for Handling Income and Expenses, Paragraph 4) PBCSC Operating Account, 1<sup>st</sup> sentence, is hereby amended to read:

- 4) Prior to the Commencement Contract Date, the COUNTY will advance up to a maximum of one and one-half (1.5) months of personnel costs and sixty (60) days of budgeted operating expenses for deposit into the Agency Operating Account in order to fund operations of the PBCSC.
4. This Amendment shall become effective when executed by the parties hereto.
5. All other terms and conditions of the Agreement dated October 17, 2017, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the day and year first written above.

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

(SEAL)

ATTEST:

PALM BEACH COUNTY SPORTS  
COMMISSION, INC.

By: Thomas A. Colucci, Jr.

By: Eric Call  
Eric Call, President

PALM BEACH COUNTY SPORTS  
COMMISSION, INC.

George Linley  
George Linley  
Executive Director

Approved as to Terms  
and Conditions

Glenn Jergensen  
TDC Executive Director

Approved as to Form  
and Legal Sufficiency

Senior Assistant County Attorney

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

Sports Commission FY19 Contract	FY16 Actual	FY17 Actual	FY 18 Budget	FY 18 Modified Budget	FY 18 Forecast	FY19 Budget
Personnel	\$ 667,035	\$ 697,547	\$ 803,600	\$ 803,600	\$ 870,000	\$ 963,893
Marketing & Promotion	\$ 464,364	\$ 545,828	\$ 692,760	\$ 686,760	\$ 633,560	\$ 788,960
General & Administrative	\$ 90,435	\$ 142,241	\$ 184,840	\$ 190,840	\$ 143,400	\$ 203,140
<b>Total Sports Commission Contract</b>	<b>\$ 1,221,834</b>	<b>\$ 1,385,616</b>	<b>\$ 1,681,200</b>	<b>\$ 1,681,200</b>	<b>\$ 1,646,960</b>	<b>\$ 1,955,993 ✓</b>
County Direct	\$ 970,514	\$ 936,687	\$ 1,129,497	\$ 1,299,497	\$ 1,125,313	\$ 1,423,768 ✓
<b>Total Sports Commission Expenses</b>	<b>\$ 2,192,348</b>	<b>\$ 2,322,303</b>	<b>\$ 2,810,697</b>	<b>\$ 2,980,697</b>	<b>\$ 2,772,273</b>	<b>\$ 3,379,761 ✓</b>
Reserves	\$ 1,691,375	\$ 2,004,460	\$ 1,535,985	\$ 1,636,924	\$ 2,038,323	\$ 1,405,485 ✓
<b>Total Sports Commission Available Funds</b>	<b>\$ 3,883,723</b>	<b>\$ 4,326,763</b>	<b>\$ 4,346,682</b>	<b>\$ 4,617,621</b>	<b>\$ 4,810,596</b>	<b>\$ 4,785,246 ✓</b>

## 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 gratuity on any meal is Fifteen Percent (15%); provided, however, that in any case where the gratuity is included in the bill presented for the meal, then the gratuity will be paid in the full amount assessed by the serving establishment. Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make one (1) personal call home per day, excepting unusual circumstances which must be explained and will be subject to review.

#### FOREIGN TRAVEL

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication 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 portorage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. Tips over \$10 given for portorage of large and/or numerous boxes of material or displays, require explanations and receipts. Tips for meals are to be included in the meals column, NOT the tips column of the expense report.

#### ENTERTAINMENT

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

Breakfast:	\$30.00	A maximum 20% gratuity
Lunch:	\$70.00	may be added to these rates.
Dinner:	\$100.00	

The above limits do not include taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, beverages served at reception photography and special decorations are not included.

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

## EXPENSE REPORTS

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



**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.

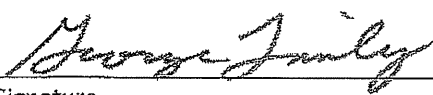
OR

- 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:**

  
\_\_\_\_\_  
Signature

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

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



*Palm Beach County  
Sports Commission  
Employee Handbook*

*Revised June 2017*

This Employee Handbook (the "handbook") has been written to serve as the guide for the employer/employee relationship. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. Employees should familiarize themselves with the contents of this handbook, as it will answer many common questions concerning employment with Palm Beach County Sports Commission ("PBCSC").

PBCSC reserves the right to revoke, change or supplement the policies, practices, procedure, and benefits described in this handbook at any time, consistent with applicable law.

**Neither this handbook nor any other PBCSC document, confers any contractual right, either express or implied, to remain in PBCSC's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without reason and without prior notice, by PBCSC or by you at any time.** No supervisor or other representative of PBCSC (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

## **Equal Employment Opportunity, Non-Discrimination and Harassment-Free Workplace**

Equal Opportunity is Palm Beach County Sports Commissions policy. It is our policy to select the best-qualified person for each position in the organization. PBCSC maintains and enforces a policy that prohibits discrimination against any employee or applicant for employment because of race, color, religion, gender/sex, pregnancy, national origin, ancestry, age, disability, familial status, marital status, sexual orientation, gender identity or expression, genetic information, status as a protected veteran, or any other category protected by applicable federal, state, or local law.

This policy applies to all employment practices and personnel actions including, but not limited to, advertising, recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, termination, compensation, benefits, and all other terms and conditions of employment.

PBCSC also maintains and enforces a policy that prohibits harassment of employees. PBCSC's employees are entitled to a workplace where we can achieve our full potential. Harassment detracts from that environment. When an employee is harassed because of race, color, religion, gender/sex, pregnancy, national origin, ancestry, age, disability, familial status, marital status, sexual orientation, gender identity or expression, genetic information, status as a protected veteran, or any other category protected by applicable federal, state, or local law, it is a violation of law and also of PBCSC's policy.

PBCSC will not tolerate discrimination or harassment in the workplace.

Unwelcome conduct based on race, color, religion, gender/sex, pregnancy, national origin, ancestry, age, disability, familial status, marital status, sexual orientation, gender identity or expression, genetic information, status as a protected veteran, or any other category protected by applicable federal, state, or local law, that interferes with an employee's job performance or creates an intimidating, hostile or offensive working environment is prohibited. Such conduct may include sexual propositions or innuendos, suggestive comments, teasing or jokes based on race, sex, disability, religion, or other protected category, obscene or offensive language or gestures, display of obscene or offensive materials, or physical conduct. It is also unlawful and a violation of PBCSC policy for a supervisor or anyone in a position of authority to base any employment decision on submission to or rejection of unwelcome sexual advances or requests for sexual favors, or on impermissible factors such as race, disability, religion, or other protected category.

In addition, while many unprofessional behaviors may not rise to the level of harassment under the law, they can be as destructive as harassment. Insubordinate, threatening, intimidating, or assaulting behavior toward management, or maliciously false statements regarding the PBCSC or its management, are prohibited, as well as disparagement of PBCSC's products and/or services. Employees are expected to work in a cooperative manner with management, coworkers, and third parties. Employees must be respectful and professional to coworkers or third parties at all times, as employees are expected to act professionally and courteously in their dealings with coworkers and third parties. Prohibited behavior toward coworkers and other third parties may include: rude comments or behavior; threatening, intimidating, coercing or bullying comments, gestures or behavior; or otherwise interfering with the job performance of coworkers or other third parties. Such behavior is a violation of PBCSC's policy and will not be tolerated.

PBCSC's policy also requires that employees promptly report discrimination and harassment. If you believe you have been the victim of discrimination or harassment, or have witnessed discrimination or harassment, you should immediately notify your supervisor, the Executive Assistant, or the Executive Director. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other designated representatives identified above. In addition, PBCSC encourages you to tell a harasser to stop, and that his or her behavior is unwelcome and offensive. PBCSC forbids retaliation against employees because they have made a good faith report of discrimination or harassment or participated in an investigation of a discrimination or harassment complaint.

PBCSC will conduct a prompt and appropriate investigation of each discrimination or harassment complaint. If discrimination or harassment has occurred, PBCSC will take steps to stop the discrimination or harassment and will take disciplinary action against the person responsible as PBCSC believes appropriate under the circumstances, which may include immediate termination of employment.

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to PBCSC (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Any individuals who have questions or concerns about these policies should speak with the Executive Director.

**Exhibit E**

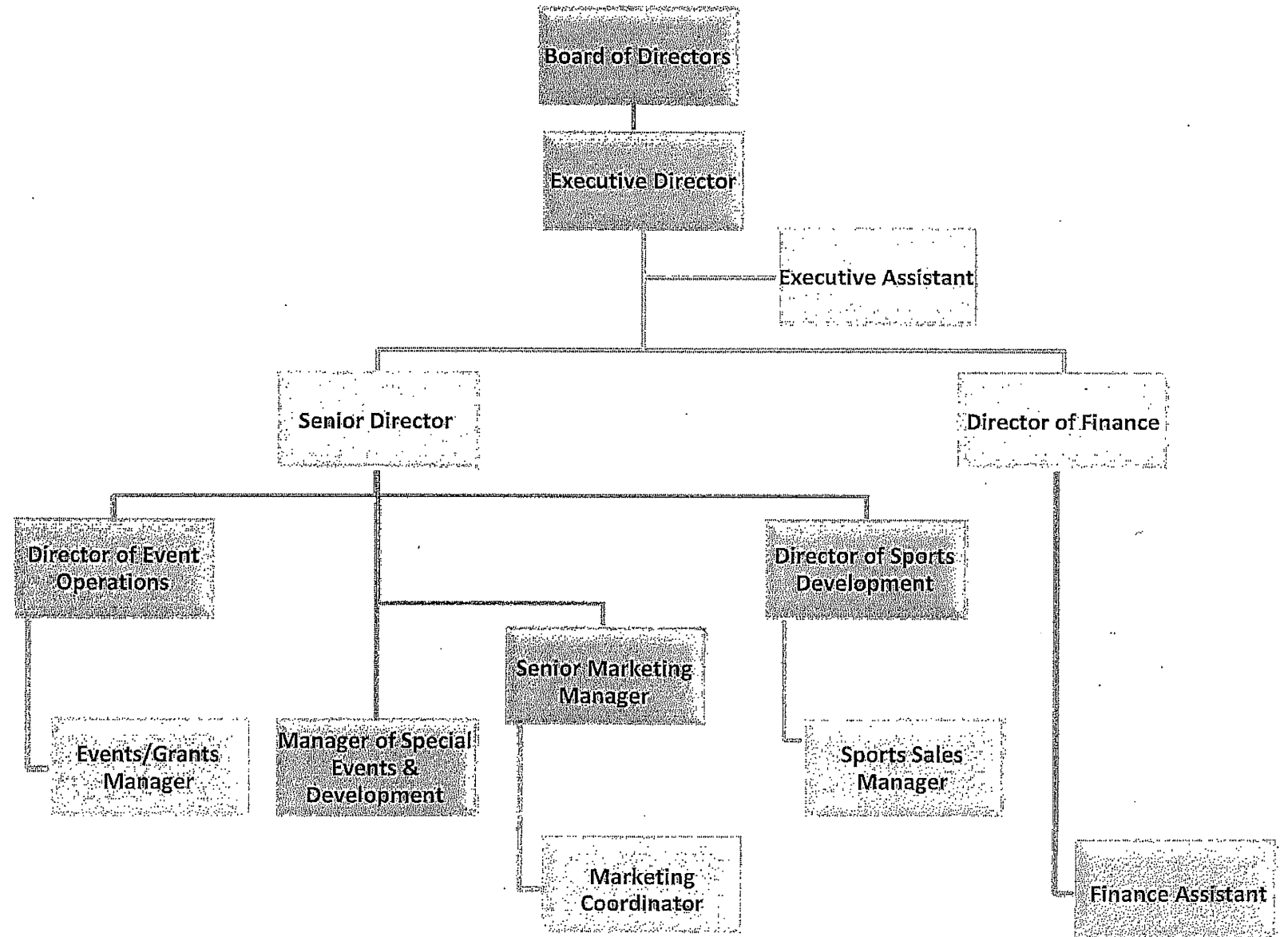
	<b>Actual</b>	<b>Estimated</b>	<b>Projected</b>
<b><u>OBJECTIVE &amp; PERFORMANCE MEASUREMENTS</u></b>	<b><u>FY 2017</u></b>	<b><u>FY 2018</u></b>	<b><u>FY 2019</u></b>
<i>Palm Beach County Sports Commission</i>			
• Achieve 250,000 sports related room nights <i>Number of supported related room nights</i>	223,650	215,000	250,000
• Submit or assist in the submission of 65 event/activity bids <i>Number of submitted or assisted bids</i>	57	60	65
• Organize 37 site visits to recruit events/activities to Palm Beach County <i>Number of organized site visits to recruit sporting events to Palm Beach County</i>	31	35	37
• Provide funding to 90 sports events/activities <i>Number of events provided funding</i>	92	85	90
• Host or support 165 sports events/activities <i>Number of events hosted or supported</i>	162	155	165
• Assist 14 events/activities that promote Palm Beach County as a tourist destination through national or international television coverage <i>Number of assisted events providing TV coverage</i>	12	13	14
• New Sporting Event Grants – 27,000 actual room nights <i>New Sporting Event – Actual Room Nights</i>	55,011	25,000	27,000

**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
Senior Director	65,000	85,000	95,000
Director of Finance	65,000	75,000	85,000
Director of Sports Development	50,000	60,000	75,000
Director of Event Operations	50,000	60,000	70,000
Senior Marketing Manager	45,000	55,000	65,000
Marketing Coordinator	40,000	45,000	50,000
Events/Grants Manager	45,000	50,000	55,000
Sports Sales Manager	40,000	45,000	50,000
Executive Assistant	35,000	42,500	50,000
Finance Assistant	30,000	40,000	50,000

# Palm Beach County Sports Commission Exhibit H 2019





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		NAIC #
INSURED  Palm Beach County Sports Commission, Inc. 2195 Southern Blvd., Suite 550 West Palm Beach, FL 33406-2339	INSURER A: Philadelphia Indemnity Ins Co.		18058
	INSURER B: Technology Insurance Company		
	INSURER C: Federal Insurance Company		20281
	INSURER D:		
	INSURER E:		

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	ADPL INSD	SUBR 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	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
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB559279-1	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"/> 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

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners c/o Glenn Jergensen 2195 Southern Blvd., Suite 600 West Palm Beach, FL 33406	<b>CANCELLATION</b>  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 
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ACORD 25 (2016/03)

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