

3EE-1

Agenda Item #: _____

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	08/25/2020	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department _____

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

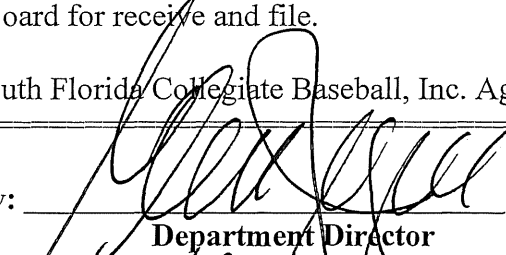
Motion and Title: Staff recommends motion to receive and file: a fully executed Palm Beach County Agreement managed by the Palm Beach County Sports Commission, Inc. on behalf of the Palm Beach County Tourist Development Council with South Florida Collegiate Baseball, Inc. for the promotion of South Florida Collegiate Baseball League which was held June 12 – July 31, 2020.

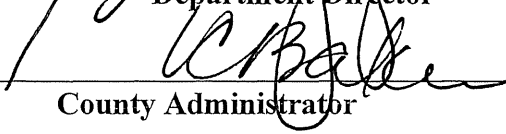
Summary: The South Florida Collegiate Baseball League provides amateur players an opportunity to showcase themselves in hopes of reaching the professional level. The League played from June 12 – July 31, 2020 at Santaluces Athletic Complex, Miller Park, Palm Beach Atlantic University, and Joe Russo Athletic Complex. The Sports Commission investment of \$17,500 is expected to bring an estimated 2,002 room nights to the County. In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. (Districts 1, 2, 3, 4) (DC)

Background and Justification: The Sports Commission Agreement (Resolution 94-207) was adopted by the Board to streamline the process of promoting, marketing, and increasing sports tourism to Palm Beach County. The Board granted the Director of the Tourist Development Council authority to execute Category “G” Agreements.

The attached Agreement has been executed on behalf of the Board by the Director of the Tourist Development Council in accordance with the authority delegated by the Board and is now being submitted to the Board for receive and file.

Attachments: South Florida Collegiate Baseball, Inc. Agreement

Recommended by:  Date 6/29/20
 Department Director

Approved By:  Date 7/14/2020
 County Administrator


II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0----	0----	0----	0-----
Is Item Included In Proposed Budget?	Yes _____		No.		

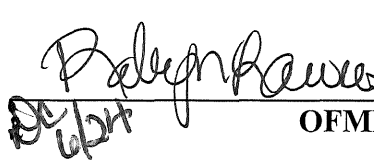
Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____
Reporting Category _____

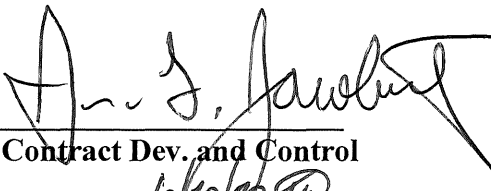
B. Recommended Sources of Funds/Summary of Fiscal Impact:
Second, third, fifth, and sixth penny bed tax funding. **No fiscal impact to the County**

C. Department Fiscal Review: 

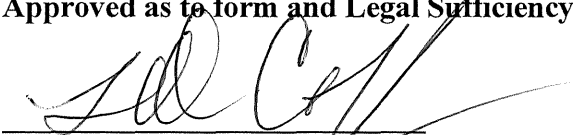
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 ^{6/26/2020}
OFMB ^{6/24}

 ^{6/30/2020}
Contract Dev. and Control ^{6/30/2020}

B. Approved as to form and Legal Sufficiency:


Assistant County Attorney

C. Approved as to Terms and Conditions:


Department Director

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

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY G
2019-20 GRANT AGREEMENT

This Grant Agreement is made and entered into this 11 day of July, 2020, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and SOUTH FLORIDA COLLEGIATE BASEBALL LEAGUE, INC., hereinafter referred to as "GRANTEE".

WHEREAS, the grant provided for herein by the COUNTY will assist the GRANTEE with expenses incurred in its tourism project described herein, hereinafter referred to as the "PROJECT"; and

WHEREAS, COUNTY has determined that the subject PROJECT will enable GRANTEE to provide an activity which will directly promote tourism in Palm Beach County, under special use Category "G" of Ordinance No. 2000-011; and

WHEREAS, the expenditure of Tourist Development Tax Funds pursuant to this Agreement has been found, determined and declared to be a county and public purpose by the Board of County Commissioners of COUNTY, under authority of Section 125.0104, Florida Statutes, and Ordinance No. 2000-011.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
GRANT DESCRIPTION

1.1 **GRANTEE:** Name: South Florida Collegiate Baseball League, Inc.
 Address: 401 Lantana Road, Suite 7
 Lantana, FL 33462
 Attn: Vince Farfaglia

1.2 **TOTAL AMOUNT OF GRANT: \$17,500 (Seventeen Thousand Five Hundred Dollars)**

1.3 **PROJECT DESCRIPTION: South Florida Collegiate Baseball League** and as further provided in Exhibit A, attached hereto.

1.4 **PROJECT BUDGET:** As provided in Exhibit B, attached hereto.

1.5 **REPORTING SCHEDULE:** GRANTEE shall submit final report and request for reimbursement within sixty (60) days of last day of event.

1.6 **PAYMENT SCHEDULE:** County will use its best efforts to reimburse within forty-five (45) days after submission of approved invoices and report.

1.7 **GRANT PERIOD: February 12, 2020 – November 31, 2020**

Only expenses incurred by GRANTEE during the Grant Period will be eligible for reimbursement.

1.8 **EVENT SCHEDULE:** ^{new dates} June 12, 2020 – July 31, 2020 VF 5/30/2020

1.9 **GRANT RESTRICTIONS:** This Grant is restricted to reimbursement for the following expenses: Sanction Fees, Site Fees, Officials, Awards (non-monetary), Equipment, Rentals, Insurance, Security, Labor, Marketing (out of County), Event Production Materials as set forth in Project Budget, (Exhibit B), and in the Palm Beach County Tourist Development Funds 2019-2020 Category G Grant Program Applications and Guidelines. Category G reimbursement funds are subject to the availability of Category G Tourist Development Tax Funds and cannot be used to match other TDC funded grant programs, nor can GRANTEE submit reimbursements requests for the same expense to more than one TDC funded program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

1.10 **ESTIMATED ROOM NIGHTS: 2,002**

1.11 GRANT AGREEMENT SUBMISSION: GRANTEE is required to submit three (3) signed copies of the grant agreement, and approved signatures, within sixty (60) days prior to event. If the agreements are not submitted within sixty (60) days prior to event, the grant agreements could be in jeopardy for submission to the COUNTY and thus the GRANTEE would not then be eligible for reimbursement.

1.12 REIMBURSEMENT RESTRICTIONS: The Total Grant Amount set forth in Article 1.2 represents the maximum dollar amount available to GRANTEE under this AGREEMENT. The actual dollar amount reimbursable hereunder shall be dependent upon the number of confirmed and verified room nights associated with the PROJECT, as more specially set forth in Exhibit D, attached hereto and made a part hereof.

ARTICLE II
CONDITIONS

2.1 IMPLEMENTATION: Palm Beach County has designated certain important responsibilities in the implementation of this Grant to the Palm Beach County Sports Commission, Inc., the contract administrator, who shall be referred to hereinafter as "SPORTS COMMISSION". The SPORTS COMMISSION is a private nonprofit corporation contracting with Palm Beach County and is not a part of County government. SPORTS COMMISSION makes recommendations to COUNTY but cannot provide final approvals on behalf of County or incur any obligations on the part of COUNTY.

2.2 PROJECT DESCRIPTION: The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description, attached hereto as Exhibit A and made a part hereof, and/or as restricted in Paragraph 1.9 of Article I. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved program description shall first be submitted to the SPORTS COMMISSION. Thereafter, the SPORTS COMMISSION shall convey such revised

program description to the Executive Director of the Tourist Development Council (TDC) for his/her approval. No expense related to a change in the Project Description will be reimbursed unless approved as provided herein.

2.3 **PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and in accordance with the Project Budget. The GRANTEE's expenditure of Grant Funds must be only for the items specified in each line-item of the Project Budget and not in excess of the amounts specified in each line-item. The GRANTEE may amend the amount identified for specific Grant Fund line-items in the Project Budget, if such changes do not exceed ten percent (10%) per line-item and so long as the amount of Grant Funds allocated for other items is likewise adjusted. Any change in any line-item expenditure of Grant Funds in excess of ten percent (10%) per item shall require the advance written approval of the Executive Director of the Tourist Development Council. Any requests for approval shall first be submitted by GRANTEE to the SPORTS COMMISSION. The SPORTS COMMISSION will convey such request to the Executive Director of the Tourist Development Council.

2.4 **REPORTING:** This PROJECT is being funded with the expectation that it will directly promote Palm Beach County tourism by providing specifically described sporting events and/or activities which will be made available to and attended by visitors to Palm Beach County. To assist a determination of whether the PROJECT is fulfilling, or has fulfilled, its purpose of directly promoting the County, the GRANTEE must supply the SPORTS COMMISSION with written reports and documentation demonstrating the PROJECT's direct promotion of the County. These reports must be received by the SPORTS COMMISSION pursuant to the Reporting Schedule contained in Paragraph 1.5 of Article I. The SPORTS COMMISSION will submit said report to the Executive Director of the Tourist Development Council. The GRANTEE shall further submit program scheduled information to

the SPORTS COMMISSION for Tourist Development funded publications by publication deadline. GRANTEE shall provide immediate notice to the SPORTS COMMISSION in the event that a funded project or program is cancelled or rescheduled.

2.5 GRANT AMOUNT AND PAYMENT SCHEDULE: The total amount of the Grant is specified in Paragraph 1.2. By awarding this Grant, COUNTY assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. The Grant Funds will be paid to the GRANTEE pursuant to the Payment Schedule specified in Paragraph 1.6, subject to limitations set forth in Paragraphs 1.10 and 1.11 and the provisions of Paragraph 2.7, and shall be solely payable from lawfully available Category G Tourist Development Tax Funds.

2.6 PROJECT MONITORING AND EVALUATION: The SPORTS COMMISSION shall monitor and conduct an evaluation of operations under this Agreement, which may include visits by the SPORTS COMMISSION staff, Tourist Development Council members, and/or other COUNTY representatives to observe the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROJECT with the GRANTEE's personnel. The GRANTEE shall provide access to events and those items, materials, objects, passes, signage, marketing activities and any other activity or matter as described in Exhibit C. The GRANTEE shall give the SPORTS COMMISSION fifteen (15) days advance written notice of all meetings of its Board of Directors or governing board and the SPORTS COMMISSION's designees and the Executive Director of the Tourist Development Council free access to all events sponsored under this Agreement for the purpose of evaluating the impact of the subject events and activities.

2.7 PAYMENT OF GRANT FUNDS: Only programs which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement for its expenditures for

"allowable" Grant Fund items identified in the Project Budget which are deemed by County to be "allowable". No Grant Funds shall be advanced by COUNTY to, for or on behalf of, GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

From time to time during the grant period, GRANTEE shall submit to the SPORTS COMMISSION a Request for Payment of Grant Funds upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a Request for Payment of Grant Funds (hereinafter referred to as "REQUEST") by the SPORTS COMMISSION and Executive Director of the Tourist Development Council, the REQUEST shall be submitted by the SPORTS COMMISSION to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and in accordance with law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices, substantiated proof of payment or performance of the goods and services invoices, proof of confirmed room nights verified in the manner set forth in Exhibit D, and any further documentation deemed necessary by the SPORTS COMMISSION or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any REQUEST unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law and subject to the conditions, if any, attached to said approval.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 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 GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

2.8 **CREDITS:** The GRANTEE shall include the following credit designation in all news releases; print, radio and television advertising; publications; and programs related to the PROJECT:

"A Palm Beach County Tourist Development Council funded project.... supported by the Palm Beach County Sports Commission."



The credit designation/logo must be easily legible and/or audible. GRANTEE is required to contact the SPORTS COMMISSION at least ninety (90) days prior to event for logo and advertising specifications, welcome letters, or any other promotional items required.

2.9 **LIABILITY AND INDEMNIFICATION:** It is understood and agreed that the GRANTEE is merely a recipient of Grant Funds and an independent contractor and is not an agent, servant or employee of Palm Beach County, its Board of County Commissioners, the Palm Beach County Sports Commission, Inc., or the Palm Beach County Tourist Development Council. In the event a claim or lawsuit is brought against Palm Beach County, its Board of County Commissioners, the Palm Beach County Sports Commission, Inc. the Palm Beach County Tourist Development Council, or any of their directors, officers, agents, or employees, the GRANTEE hereby agrees to indemnify, save, hold

harmless, and defend said persons and entities from any such claims, liabilities, causes of action, and judgments of any type whatsoever, arising out of or relating to the performance or operation of this Agreement, the funding hereof, or GRANTEE's acts hereunder, and the GRANTEE shall pay all costs, attorney's fees, and expenses incurred by the aforementioned entities or persons in connection with such claims, liabilities or suits. This covenant of indemnification shall be supported and supplemented by liability insurance obtained by GRANTEE, which is acceptable to COUNTY's Manager of the Insurance and Risk Management Division of Palm Beach County, as to form, type and amount of coverage. Such insurance shall, at a minimum, provide comprehensive commercial general liability coverage with limits of not less than \$1 million (\$1,000,000.00) each occurrence combined single limit for bodily injury, including death, and property damage, as evidenced by a Certificate of Insurance. A signed current copy of the Certificate of Insurance shall be transmitted to the COUNTY within thirty (30) days prior to the start of the event and such insurance shall remain in effect throughout the days of the event as set forth in Article 1.8 of Article 1. Further, said Certificate of Insurance shall unequivocally provide for thirty (30) days written notice to COUNTY prior to any material change or cancellation of coverage thereunder. PALM BEACH COUNTY and the PALM BEACH COUNTY SPORTS COMMISSION must be named as additional insured and certificate holders in said policy of insurance, and the Certificate of Insurance shall so indicate.

2.10 ASSIGNMENT: The GRANTEE is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.

2.11 INDEPENDENT CONTRACTOR RELATIONSHIP: The GRANTEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant 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 the

GRANTEE'S sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

2.12 **COMPLIANCE**: The GRANTEE agrees to abide by, and be governed by, all applicable laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct business or activity contemplated by GRANTEE.

2.13 **AUTHORITY TO PRACTICE**: The GRANTEE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

2.14 **PERSONNEL**: The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

If applicable, all of the GRANTEE'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

2.15 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement pursuant to Article 2.16 and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in sporting events or activities.
- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Paragraph 2.2 of Article II, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operations for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the

GRANTEE has ceased or suspended its operation shall be made in the sole discretion of COUNTY and GRANTEE agrees to be bound by COUNTY's determination.

- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the Tourist Development Council within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.
- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to

this Contract, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.16 **TERMINATION BY COUNTY:** Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE. Additionally, COUNTY may terminate this Agreement for cause effectively immediately, on sending written notice to GRANTEE in the event COUNTY has not received and approved the required Certificate of Insurance prior to the event scheduled start date. In such case COUNTY shall be relieved of all obligations under this Agreement effective immediately upon sending notice and Article 2.15 shall apply.

2.17 **WRITTEN NOTICE:** Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE at the address specified in Paragraph 1.1 of Article I.

(B) As to the Sports Commission: Addressed as follows:
Palm Beach County Sports Commission, Inc.
2195 Southern Boulevard, Suite #550
West Palm Beach, FL 33406

(C) As to the COUNTY: Addressed as follows:
Executive Director of the Tourist Development Council
2195 Southern Boulevard, Suite #500
West Palm Beach, FL 33406

2.18 **CONTRACT REPRESENTS TOTAL AGREEMENT:** This Agreement, including its special conditions, if any, and exhibits, represents the whole and total agreement of the parties. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties, and approved by appropriate action of the Board of County Commissioners.

2.19 **PUBLIC ENTITY CRIMES:** As provided in F.S.287.132-133, by entering into this contract or

performing any work in furtherance hereof, the contractor 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).

2.20 NONDISCRIMINATION: The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

2.21 PUBLIC RECORDS, ACCESS AND AUDITS: The Grantee shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the grantee's place of business. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Grantee:

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. 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 Grantee 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.

- C. 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 Grantee does not transfer the records to the public agency.
- D. Upon completion of the Agreement, the Grantee shall transfer, at no cost to the County, all public records in possession of the Grantee unless notified by County's representative/liason, 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 Grantee transfers all public records to the County upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically by the Grantee 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 Grantee to comply with the requirements of this section 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.

Grantee 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'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 OR BY TELEPHONE AT 561-355-6680.

ARTICLE III
SPECIAL CONDITIONS

3.1 **ORDINANCE AMENDMENT:** Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 2000-011 in accordance with Section 125.0104, Florida Statutes, at any time, except that no amendment to said ordinance shall affect the availability of funds under the Grant provided by this Agreement.

ARTICLE IV

This Agreement and all amendments thereto must be approved by the Board of County Commissioners of Palm Beach County, Florida and shall not take effect until so approved.

4.1 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the Executive Director of the Tourist Development Council of Palm Beach County, Florida has made and executed this Grant Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

WITNESS:

PALM BEACH COUNTY, FLORIDA

By: [Signature]

By: [Signature] Date: APPROVED JUN 10 2020

Glenn Jergensen, Executive Director
Palm Beach County Tourist Development Council

Sean Hutchinson
Name (Type or Print)

WITNESS:

GRANTEE:

By: [Signature]

By: [Signature] Date: 3/16/20

KRISTIN BOYUM JENNINGS
Name (Type or Print)

Vincent Farfeglia
Name (Print)

President
Title

GRANTEE'S FEDERAL TAX IDENTIFICATION NUMBER 46-2692172

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] Date: 3/19/2020
County Attorney

PALM BEACH COUNTY SPORTS COMMISSION
APPROVED AS TO TERMS AND CONDITIONS

George Linley Date: 3/20/20
George Linley, Executive Director

South Florida Collegiate Baseball League

~~May 29, 2020 – July 24, 2020~~

June 12 - July 31, 2020

Exhibit A

Project Description

EVENT DESCRIPTION

South Florida Collegiate Baseball League

The South Florida Collegiate Baseball League provides amateur players an opportunity to showcase themselves in hopes of reaching the professional ranks. The South Florida Collegiate League is a sports entity consisting of (10) teams that play a 44-game regular season schedule. This event is a wood bat summer collegiate baseball league that will span over 2 months in 2019. Opening day will be Friday May 29st and the regular season will conclude on Friday July 19, 2020. The South Florida Collegiate Baseball League features an All-Star Game, which is scheduled for July 14th. The League's playoffs and championships series are scheduled for July 20-24.

The South Florida Collegiate Baseball League invites collegiate baseball players from across the nation competing in the National Collegiate Athletic Association (NCAA), the National Association of Intercollegiate Athletics (NAIA), and the National Junior College Athletic Association (NJCAA). These players will be drafted by one of the ten (10) teams that makeup the South Florida Collegiate Baseball League. A total of seven (7) teams in the league are based in Palm Beach County. Many of the athletes competing on these Palm Beach County based teams are traveling from college programs across the United States, which requires them to stay in hotels.

GRANTEE

South Florida Collegiate Baseball League, Inc.

CONTACT

Vince Farfaglia / (561) 707-9049

GRANT FUNDS RECOMMENDED

\$17,500 (Seventeen Thousand Five Hundred Dollars)

APPLICABLE CATEGORIES

Sanction Fees, Site Fees, Officials, Awards (non-monetary), Equipment, Rentals, Insurance, Security, Labor, Marketing (out of County), Event Production Materials

EVENT OWNER ESTIMATES

Estimated Room Nights – 2,002

South Florida Collegiate Baseball League

May 29, 2020 – July 24, 2020

June 12 - July 31, 2020

**Exhibit B
Project Budget**

Items	Cash
Travel	\$400
Housing	
Food	\$2,900
Sanction Fees	
Site Fees	\$20,600
Rights Fees	
Officials	\$23,725
Awards (non-monetary)	
Equipment	\$42,050
Rentals	
Insurance	\$3,100
Security	
Labor	\$500
Marketing/Promotions (in County)	
Marketing/Promotions (out of County)	
Event Production Materials	\$6,500
Total Budget	\$99,775

South Florida Collegiate Baseball League

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Exhibit C

Sponsorship Agreement

1. Program Advertisement, if applicable
2. 3' x 8' banners displayed on site
3. Website link
4. Recognition on all collateral materials
5. Promote PBCSC on social media channels (social media posts reviewed by PBCSC before execution)
6. Event will distribute one Palm Beach County marketing piece to each participant and spectator, provided by the Palm Beach County Sports Commission
7. If the event is televised, the event will provide the Palm Beach County Sports Commission with a two-minute action b-roll or highlight video for use on social media and other marketing initiatives

Notes:

1. **All requests for promotional items including welcome letters, logo/ad specifications, etc. must be requested ninety (90) days prior to event.**
2. **If signage/banner is not returned within five (5) days after the event ends, there will be a \$175 charge**
3. **Please send all event-related tickets to the attention of Jared Fleet, Event Manager, at the following address:**
Palm Beach County Sports Commission
2195 Southern Boulevard, Suite #550
West Palm Beach, FL 33406

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South Florida Collegiate Baseball League

~~May 29, 2020 – July 24, 2020~~ June 12 - July 31, 2020

Exhibit D

Reimbursement Process & Formula

- * Within sixty (60) days after the completion of the event, the Post Event Report must be submitted and must include complete and accurate accounting of the event's financial activity and room night hotel confirmations. Banners must be returned within five (5) days after the event (See Exhibit C-if a banner is not returned, there will be a charge of \$175). Completed Event Registration Surveys must also be returned to the Commission.
- * The PBCSC will disburse funds as reimbursement for paid invoices only (front and back of cancelled checks), for expenses specified in the Post Event Report. After review of the Post Event Report, the grant funds will be forwarded to the organization by Palm Beach County. If the Post Event Report, including all required information as noted above is not received within sixty (60) days after the event, we have the right to refuse to process your request for reimbursement
- * Only those categories approved will be reimbursed:

Allowable Categories

1. Promotion, Marketing, and Event Production expenses, including reasonable travel for special officials or performers only as approved by the PBCSC.
2. Paid advertising and media buys OUTSIDE PALM BEACH COUNTY
3. Production and technical expenses
4. Site Fees, and other costs including, rentals, insurance, contract labor (maintenance, officials, scorekeepers, security)
5. Sanction or Rights Fees and non-monetary awards

Disallowable Categories

1. General operating or administrative expenses, travel to solicit events
2. Building, renovating, and/or remodeling a facility
3. Purchase of permanent equipment
4. Hospitality or social functions
5. Printed programs which solicit advertising
6. Expenses of a local sports team traveling outside the County to compete
7. Salaries other than those noted above.
8. Expenses or debts incurred or obligated prior to the grant, unless agreed upon by the PBC Sports Commission (Must be within time period specified in Grant Period)

South Florida Collegiate Baseball League

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Exhibit D

Reimbursement Process & Formula

- * Reimbursement is dependent upon GRANTEE attaining the number of hotel rooms estimated in the Application process. In this regard, the grant funds available for reimbursement shall be dependent upon the achievement of those rooms estimated. To the extent GRANTEE does not meet those estimates, the grant amount shall be reduced as follows:

<u>% of Estimated Room Achieved</u>	<u>% of Awarded Funds Available</u>
80%+	100%
60-79%	80%
40-59%	60%
1-39%	See below scale

Should room night totals fall below 40% of the estimated room nights, the grantee's reimbursement will be **\$10 per room night**.

Such room nights shall be established only through written verification from the facility providing such rooms (hotel/motel/real estate agent) or from participant registration forms which must include travel/hotel information.

REIMBURSEMENT WILL BE PAYABLE ONLY UPON RETURN TO THE PALM BEACH COUNTY SPORTS COMMISSION OF COMPLETED REGISTRATION FORMS FROM EVENT PARTICIPANTS INDICATING THE NUMBER OF NIGHTS STAYED IN A PALM BEACH COUNTY HOTEL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY)
02/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept
	PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-256-4017
	E- MAIL ADDRESS: soda@sadlersports.com
	PRODUCER CUSTOMER ID#:

INSURED D/ B/ A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION SOUTH FLORIDA COLLEGIATE BASEBALL LEAGUE 401 LANTANA ROAD SUITE 7 LANTANA, FL 33462 Club #: 60784	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY		
	INSURER B: NATIONWIDE LIFE INSURANCE COMPANY		
	INSURER C:		
		INSURER D:	

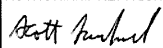
COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		KRS000008255900	02:35PM ET 02/21/2020	12:01AM ET 02/21/2021	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MEDICAL EXPENSES (other than participants)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	NONE
							PRODUCTS- COMP/ OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON- OWNED AUTOS			KRS000008255900	02:35PM ET 02/21/2020	12:01AM ET 02/21/2021	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"/> SEXUAL ABUSE / MOLESTATION			KRS000008255900	02:35PM ET 02/21/2020	12:01AM ET 02/21/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/ a	n/ a	n/ a	EACH OCCURRENCE	n/ a
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER Y/ N <input type="checkbox"/> EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			<input type="checkbox"/> PER STATUE	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EOMLOYEE	
							E.L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT			BAX0000031045800- A	02:35PM ET 02/21/2020	12:01AM ET 02/21/2021	EXCESS MEDICAL	\$100,000
							AD&D	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Team(s) - Adult - Accident & General Liability
 Baseball - 10 Team(s) - [Maximum 20 players per team]
 Team Names: BOCA RATON BLAZERS; BOYNTON BEACH BUCCANEERS; DELRAY BEACH LIGHTNING; FT LAUDERDALE KNIGHTS; FLORIDA POKERS; PALM BEACH XTREME; WEST BOCA SNAPPERS; PHIPPS PARK BARRACUDAS; PALM BEACH DIAMOND DUCKS; POMPANO BEACH CLIPPERS
 (Adult Team Accident As Part of Package: \$100,000 Excess Medical; \$5,000 Accidental Death or Dismemberment; \$500 per claim deductible; Physical Therapy & Chiropractic Visits - 5 Visits Maximum @ \$50 Per Visit; Hospitalization - Inpatient & Outpatient - \$1,000 Maximum; Surgeon's Benefits - \$2,500 Maximum; Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Physician Visits - \$50 Maximum Per Visit)
 (Adult Team General Liability as Part of Package: \$2,000,000 Each Occurrence; \$2,000,000 Legal Liability to Participants; Waiver/ Release Recommended)
NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER	CANCELLATION
RELATIONSHIP: Property Owner/ Lessor Palm Beach County Board of County Commissioners 2195 Southern Blvd 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 (company A) 

Sadler Sports: SODA

AUTHORIZED REPRESENTATIVE (company B)



Coverage is only extended to U.S. events and activities

**NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2020

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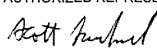
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	INSURER D:		

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

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RELATIONSHIP: Sponsor Palm Beach County Sports Commission 2195 Southern Blvd 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 (company A) 

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AUTHORIZED REPRESENTATIVE (company B)



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