

300-1

Agenda Item #: _____

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 03/09/2021 Consent Regular
 Ordinance Public Hearing

Department _____

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

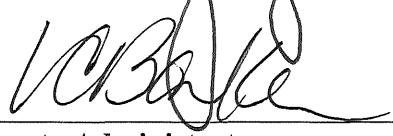
Motion and Title: Staff recommends motion to receive and file: a fully executed Palm Beach County FY2021 Covid Recovery Grant Agreement in the amount of \$25,000 managed by the Palm Beach County Sports Commission, Inc on behalf of the Palm Beach County Tourist Development Council with Match Point, Inc. for the promotion of the Delray Beach Open, held from January 4 - 13, 2021. The grant agreement was approved by the Tourist Development Council on October 15, 2020 for a term of September 4, 2020 – April 13, 2021.

Summary: 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. On June 7, 1994, the Board of County Commissioners adopted resolution (R94-207) authorizing the Executive Director of the Tourist Development Council to enter into grant agreements with Category G (Sports) grantees after they have been approved by the Tourist Development Council. The grant agreement produced 824 room nights and funded an event which promoted sports tourism in Palm Beach County. District 7 (LDC)

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 grant agreement has been executed on behalf of the Board by the Executive Director of the Tourist Development Council in accordance with the authority delegated by the Board and is now being submitted to the Board to receive and file.

Attachment: Match Point, Inc. Agreement

Recommended by:  Date: 1/27/21
Department Director

Approved By:  Date: 2/4/21
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
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 1457 Dept 710 Unit 7331 Object 820\
Reporting Category _____

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

Second, third, fifth, and sixth penny bed tax funding. Funding previously allocated via contract with the Palm Beach County Sports Commission, no additional funding impact to County.

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 2/11/21
OFMB

[Signature] 2/14/21
Contract Dev. and Control
2-3-21 TW

B. Approved as to form and Legal Sufficiency:

[Signature]
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
FY2021 COVID RECOVERY GRANT AGREEMENT

This Grant Agreement is made and entered into this 31 day of December 2020, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and MATCH POINT, 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 event described herein, hereinafter referred to as the "EVENT"; and

WHEREAS, COUNTY has determined that the subject EVENT will enable GRANTEE to provide an activity which will directly promote tourism in Palm Beach County, under special use Category "G" of Ordinance No. 2000-11; and

WHEREAS, the expenditure of Tourist Development Tax Funds pursuant to this Grant 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: Match Point, Inc.
Address: 30 NW 1st Avenue
Delray Beach, FL 33444
Attn: Mark Baron
- 1.2 **TOTAL AMOUNT OF GRANT: \$25,000 (Twenty-Five Thousand Dollars)**
- 1.3 **EVENT DESCRIPTION: Delray Beach Open by Vitacost.com** and as further provided in Exhibit

“A”, attached hereto.

1.4 **EVENT BUDGET:** As provided in **Exhibit “B”**, attached hereto.

1.5 **SPONSORSHIP AGREEMENT:** As provided in **Exhibit “C”**, attached hereto.

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

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

1.8 **GRANT PERIOD: September 4, 2020 – April 13, 2021** Only expenses incurred by GRANTEE during the Grant Period will be eligible for reimbursement.

1.9 **EVENT SCHEDULE: January 4-13, 2021**

1.10 **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 Event Budget, **Exhibit “B”**, and in the

Palm Beach County Tourist Development Funds 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 TOURIST DEVELOPMENT COUNCIL, funded grant programs,

nor can GRANTEE submit reimbursements requests for the same expense to more than one TOURIST

DEVELOPMENT COUNCIL funded program. Only allowable expenses as set forth in **Exhibit “D”**, shall be

eligible for reimbursement. The final determination as to whether an expense identified in the Event 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.

1.11 **ESTIMATED ROOM NIGHTS: 1,000**

1.12 **GRANT AGREEMENT SUBMISSION:** GRANTEE is required to submit three (3) signed copies of

the Grant Agreement, with approved signatures, within thirty (30) days prior to event. If the Grant

Agreements are not submitted within Thirty (30) days prior to event, the COUNTY may decline to move

forward with approval and thus the GRANTEE would not then be eligible for reimbursement.

1.13 REIMBURSEMENT FORMULAS: The Total Grant Amount set forth in Article 1.2 represents the maximum dollar amount available to GRANTEE under this Grant Agreement. The actual dollar amount reimbursable hereunder shall be dependent upon the number of eligible expenditures submitted for reimbursement and number of confirmed and verified room nights associated with the event, as more specially set forth in **Exhibit "E"**, 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 Agreement to the contract administrator to wit; the Palm Beach County Sports Commission, Inc., 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 EVENT DESCRIPTION: The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Event Description, attached hereto as Exhibit "A" and made a part hereof, and/or as restricted in Article 1.9. GRANTEE represents that the EVENT provided for by this Grant 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 Event Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Event Description will be reimbursed unless approved as provided herein.

2.3 EVENT BUDGET: All expenditures of Grant Funds shall be subject to the conditions and terms of this Grant Agreement and in accordance with the Event Budget. The GRANTEE's expenditure of Grant

Funds must be only for the items specified in each line-item of the Event 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 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 EVENT 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 EVENT 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 EVENT's direct promotion of tourism in the COUNTY. These reports must be received by the SPORTS COMMISSION pursuant to the Reporting Schedule contained in Article 1.6. 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 EVENT or program is cancelled or rescheduled.

2.5 GRANT AMOUNT AND PAYMENT SCHEDULE: The total amount of the grant is specified in Article 1.2. By awarding this grant, COUNTY assumes no obligation to provide financial support of any type that is not in compliance with the terms of this Agreement or that exceeds the total grant amount. The Grant Funds will be paid to the GRANTEE pursuant to the Payment Schedule specified in Article 1.7, subject to

conditions of this Agreement, including, but not limited to, the requirements set forth in Articles 1.10, 1.11 and Article 2.7. Payments shall be solely payable from lawfully available Category G Tourist Development Tax Funds. In the event of a shortfall in projected Category G tourist development tax funds, it may be necessary to reduce the amount of the grant award. The SPORTS COMMISSION and COUNTY will determine the amount of the reduction and notify the GRANTEE about the reduction in advance and the reduction will take effect upon written notice by the COUNTY.

2.6 EVENT MONITORING AND EVALUATION: The SPORTS COMMISSION shall monitor and conduct an evaluation of operations under this Grant Agreement, which requires that the SPORTS COMMISSION staff and board members, the Board of County Commissioners, the TOURIST DEVELOPMENT COUNCIL staff and members, and/or other COUNTY representatives be granted access to events funded in part by COUNTY without cost, to observe, encourage and/or monitor the GRANTEE's program, procedures, and operations, to evaluate program effectiveness versus cost and to discuss the GRANTEE's Event with the GRANTEE's personnel. The GRANTEE shall also provide access promotional 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 which may be attended by SPORTS COMMISSION or TOURIST DEVELOPMENT COUNCIL staff.

2.7 PAYMENT OF GRANT FUNDS: Only EVENTS which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Grant Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Event Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Grant Agreement. 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, but no more than sixty (60) days after the last day of the EVENT, 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 Grant 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.

2.8 ACCESS AND AUDIT: 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.

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

"A Palm Beach County TOURIST DEVELOPMENT COUNCIL funded event.... supported by the Palm Beach County Sports Commission."



The credit designation/logos 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.

2.10 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 Grant 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 Risk Management Department of Palm Beach County as to form, type and amount of coverage. Such insurance shall, at a minimum, provide 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 1.9. PALM BEACH COUNTY and the PALM BEACH COUNTY SPORTS COMMISSION shall be endorsed as Additional Insured and Certificate Holders in said policy of insurance, and the Certificate of Insurance shall so indicate. GRANTEE shall notify COUNTY of any cancellation of coverage within fifteen (15) days of GRANTEE's notice or provide to COUNTY evidence of replacement coverage effective on or before the date of cancellation.

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

2.12 INDEPENDENT CONTRACTOR RELATIONSHIP: The GRANTEE is, and shall be, in the performance of all work services and activities under this Grant 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 Grant 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.

2.13 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 Grant 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 the business or activity contemplated by GRANTEE.

2.14 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.

2.15 PERSONNEL: The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Grant Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY, either directly or as an employee of a COUNTY contractor or subcontractor.

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.

2.16 REMEDIES AND EXPENDITURE DEADLINE:

- (A) If the GRANTEE fails to comply with any of the provisions of this Grant Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the GRANTEE, and/or may terminate this Grant Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this Grant Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in tourism related sporting events or activities or which were not spent in compliance with this Agreement.
- (B) In the event that an EVENT or program for which GRANTEE has received funds is canceled and not replaced with an approved revised or rescheduled EVENT in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled EVENT 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 solely by the 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 an EVENT in compliance with this Agreement or which furthers and promotes Palm Beach County tourism.
- (G) This Grant Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Grant 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 Grant 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

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

2.17 TERMINATION OF AGREEMENT: Notwithstanding anything contained in this Grant Agreement, COUNTY shall have the right to terminate this Grant Agreement, with or without cause, upon five (5) days written notice to GRANTEE. Additionally, COUNTY may terminate this Grant Agreement for cause effective 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 Grant Agreement effective immediately upon sending notice and Article 2.16 shall apply.

In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;
3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.18 WRITTEN NOTICE: Any written notice required under this Grant 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 Article 1.1.

(B) As to the Sports Commission: Addressed as follows:

Executive Director of the 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

2.19 CONTRACT REPRESENTS TOTAL AGREEMENT: This Grant Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Grant Agreement unless made in writing signed by both parties and approved by appropriate action of the Executive Director of the TOURIST DEVELOPMENT COUNCIL as delegated by COUNTY.

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. As a condition of entering into this Grant Agreement, the GRANTEE represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the GRANTEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the GRANTEE retaliate against any person for reporting instances of such discrimination. The GRANTEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in the clause shall

prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The GRANTEE understands and agrees that a material violation of this clause shall be considered a material breach of the Grant Agreement and may result in termination of the Grant Agreement, disqualification or debarment of the GRANTEE from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to, any third party.

ARTICLE III
SPECIAL CONDITIONS

3.1 ORDINANCE AMENDMENT: Nothing in this Grant 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.

3.2 PERFORMANCE AND OBLIGATION TO PAY: GRANTEE's performance and COUNTY's performance and obligation to pay under this Grant Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Grant Agreement, the availability of Tourist Development Tax funds designated in COUNTY's Tourist Development Tax Plan for Category G, and an annual appropriation by the COUNTY for the purposes and uses described in this Grant Agreement.

ARTICLE IV

4.1 AGREEMENT/APPROVAL AND AMENDMENT

This Grant Agreement and all amendments thereto must be approved by the Executive Director of the TOURIST DEVELOPMENT COUNCIL of Palm Beach County, as delegated by the Board of County Commissioners of Palm Beach County, Florida and shall not take effect until so approved.

4.2 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).

4.3 SEVERABILITY: If any term or provision of this Grant Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Grant 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 Grant Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V

5.1 PUBLIC RECORDS: The GRANTEE shall keep accurate and complete books and records of all receipts and expenditures of Grant Funds in conformance with reasonable accounting standards acceptable to the COUNTY. 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 Grant 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 Grant 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 Grant Agreement term and following completion of the Grant Agreement, if the Grantee does not transfer the records to the public agency.
- (D) Upon completion of the Grant 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/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 Grantee transfers all public records to the County upon completion of the Grant 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 Grant 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 Grant 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.

(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: _____

By: *[Signature]* APPROVED DEC 31 2020

Glenn Jergensen, Executive Director
Palm Beach County Tourist Development Council

Name (Type or Print)

WITNESS:

GRANTEE:

By: *[Signature]*

By: *[Signature]* Date: 12/20

Adan Baro

Ivan Baro

Name (Type or Print)

Name (Print)

Tournament Chairman
Title

GRANTEE'S FEDERAL TAX IDENTIFICATION NUMBER 65-0228852

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

Date: 12/17/2020

PALM BEACH COUNTY SPORTS COMMISSION
APPROVED AS TO TERMS AND CONDITIONS

[Signature]
George Linley, Executive Director

Date: 12/14/2020

Delray Beach Open by Vitacost.com

January 4-13, 2021

Exhibit A

EVENT Description

EVENT DESCRIPTION

Delray Beach Open by Vitacost.com

The Delray Beach Open is a professional men's tournament, the only combined ATP World Tour & Champions Tour event in the world.

The ATP World Tour event, one of only 10 in the United States, will take place from January 7-13, 2021 at the Delray Beach Tennis Center. Past participants have included stars such as Andy Roddick, Andre Agassi, Mardy Fish, Jimmy Connors, and James Blake. The tournament is seen nationally and internationally in over 150 countries with a potential reach of 128.2 million homes. The main draw consists of 32 world class tennis players.

Prior to the ATP World Tour Event, the Delray Beach Tennis Center will host the only ATP Champions Tour event in the United States for the eighth consecutive year on January 4-6, 2021. The ATP Champions Tour brings together some of the greatest tennis players in history for a nostalgic, competitive, and entertaining tournament. The Champions Tour attracts veteran players, such as John McEnroe, Michael Chang, Ivan Lendl and Patrick Rafter. This 3-day tournament will consist of an eight-man field competing in a round-robin format.

GRANTEE

Match Point, Inc.

CONTACT

Ivan Baron / (561) 330-6000

GRANT FUNDS RECOMMENDED

\$25,000 (Twenty-Five Thousand 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 – 1,000

Delray Beach Open by Vitacost.com
January 4-13, 2021
Exhibit B
EVENT Budget

Items	Cash
Travel	\$10,000
Housing	\$45,000
Food	\$82,000
Sanction Fees	\$69,500
Site Fees	\$438,000
Rights Fees	
Officials	\$45,500
Awards (non-monetary)	\$1,500
Equipment	\$42,000
Rentals	\$94,000
Insurance	\$20,500
Security	
Labor	\$52,000
Marketing/Promotions (in County)	\$86,000
Marketing/Promotions (out of County)	\$24,000
Total Budget	\$1,010,000

Delray Beach Open by Vitacost.com
January 4-13, 2021
Exhibit C
Sponsorship Agreement

1. Two (2) :30 second television commercial spots during national event airing (Tennis Channel)
2. Corporate logo displayed on the Stadium Court Video Board (one session)
3. Opportunity to provide promo items to the VolleyGirls (promo team) for distribution on Stadium Court between set-breaks/changeovers (one session)
4. Digital Advertisement on YellowTennisBall.com – Official Tournament Website
5. Public Address Announcements on Stadium Court throughout the event
6. Preferred ticket pricing (special discount) for employees/clients; event will create custom email and landing page on YellowTennisBall.com featuring promotion and ordering mechanism
7. Recognition in print and promotional materials produced by Match Point, Inc., where applicable
8. Right to incorporate sponsor's tournament affiliation in promotional activities
9. Assistance in designing promotions and creating tournament related marketing programs
10. Stadium Court Signage (name/logo) – one (1) sign on the Upper Level
11. Recognition as a Gold Sponsor on Sponsor's Board at tournament entrance
12. Recognition as a Gold Sponsor on Sponsor's Board prominently displayed
13. Recognition as a Box Holder on Box Holder's board prominently displayed on-site
14. Corporate Identification at Box Seat entrance on Stadium Court
15. One (1) Courtside Box (4 seats) in Stadium Court per session
16. Two (2) VIP parking passes per session
17. Two (2) Championship Reserved Seats in Stadium Court per session
18. One (1) Premier parking pass per session
19. Two (2) VIP Credentials
20. Recognition and Company Link on Official Tournament Website
21. Recognition and interaction on Official Social Media Sites

Delray Beach Open by Vitacost.com
January 4-13, 2021
Exhibit C
Sponsorship Agreement

22. Recognition on Official E-Newsletter including a “Featured Introduction” to Sponsors, VIPs, Box Holders and Patrons via YellowTennisBall.com
23. Access to the Private Champions Club Lounge, featuring “Happy Hour All Day Every Day” snacks and live TV coverage of the matches in an indoor/outdoor oasis overlooking event
24. Invitations for Four (4) people to join us for the Sponsors’ Bash
25. Four (4) Tournament Polo Shirts; Four (4) Tournament T-shirts
26. Event will distribute one Palm Beach County marketing piece to each participant and spectator, provided by the Palm Beach County Sports Commission
27. 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 the Executive Director, at the following address:**
Palm Beach County Sports Commission
2195 Southern Boulevard, Suite #550
West Palm Beach, FL 33406

(REMAINDER OF PAGE LEFT BLANK)

Delray Beach Open by Vitacost.com

January 4-13, 2021

Exhibit D

Reimbursement Restrictions

- * 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)

Delray Beach Open by Vitacost.com
January 4-13, 2021
Exhibit E
Reimbursement Formulas

IN ALL CASES ROOM NIGHTS SHALL BE ESTABLISHED ONLY THROUGH WRITTEN VERIFICATION FROM THE FACILITY PROVIDING SUCH ROOMS (HOTEL/MOTEL/REAL ESTATE AGENT), FROM PARTICIPANT REGISTRATION FORMS WHICH MUST INCLUDE TRAVEL/HOTEL INFORMATION AND ROOM NIGHTS STAYED, OR FROM AN INDEPENDENT STUDY/SURVEY APPROVED BY THE PALM BEACH COUNTY SPORTS COMMISSION AND TOURIST DEVELOPMENT COUNCIL.

- A. X 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>
70%+	100%
60-69%	80%
40-59%	60%
Below 40%	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**.

- B. Reimbursement is dependent upon GRANTEE generating hotel room nights. For every room night generated, GRANTEE will receive a reimbursement of \$1.00 (One Dollar) up to a maximum of \$15,000 (Fifteen Thousand Dollars).
- C. Reimbursement is dependent upon GRANTEE attaining the number of hotel rooms based on the sliding scale below. In this regard, the grant funds available for reimbursement shall be dependent upon the achievement of room nights actualized.

<u>Room Nights Actualized</u>	<u>Grant Funds Awarded</u>
50-100	\$1,000
101-175	\$1,750
176-250	\$2,500
251-325	\$3,250
326-400	\$4,000
401-450	\$4,500
451-500	\$5,000
500+	\$10.00 per room night to a maximum of: \$5,500

- D. Based on a bid process (room nights must be specified but will not impact the grant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2020

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 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).

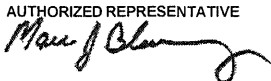
PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview NY 11803		CONTACT NAME: PHONE (A/C, No, Ext): 516-327-2700 E-MAIL ADDRESS: pat.ruvola@nfp.com FAX (A/C, No): 516-327-2800	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A : Arch Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED ATP TOUR, INC Match Point Inc. 201 ATP TOUR BLVD Ponte Vedra Beach FL 32082-3211	ATPTOURI	CERTIFICATE NUMBER: 687111779	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event			SSCGL0022000	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SSAUT0017400	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SSFXS0016300	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Physical Damage			SSAUT0017400	1/1/2021	1/1/2022	Comp Deductible \$1000 Collision Deductible \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as an additional insured as required by written contract/written agreement in connection with the 2021 Delray Beach Open by VITACOST.com.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2195 Southern Blvd. West Palm Beach FL 33406	CANCELLATION 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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