



**II. FISCAL IMPACT ANALYSIS**

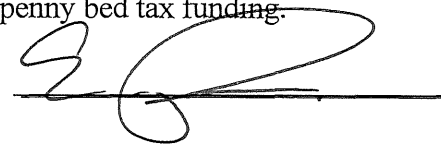
**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$15,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$15,000</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No         
 Does this item include the use of federal funds? Yes        No X

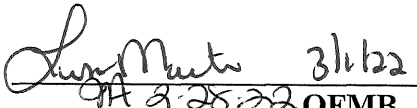
Budget Account No.: Fund 1457 Dept 710 Unit 7331 Object 8201  
 Reporting Category                     

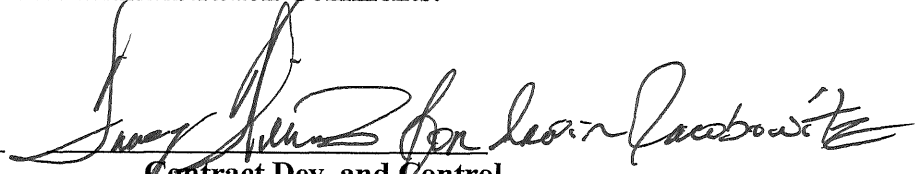
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Second, third, fifth, and sixth penny bed tax funding.

**C. Department Fiscal Review:** 

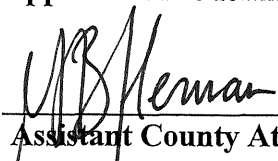
**III. REVIEW COMMENTS**

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

 3/1/22  
 OFMB  
 MG 2/28/22

  
 Contract Dev. and Control  
 3-4-22 TW

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

 3/4/22  
 Assistant County Attorney

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

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

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



- 1.2 **TOTAL AMOUNT OF GRANT: \$15,000 (Fifteen Thousand Dollars)**
- 1.3 **EVENT DESCRIPTION: Garden of Life Palm Beaches Marathon** 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: August 10, 2021 – April 12, 2022**

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

- 1.9 **EVENT SCHEDULE: December 10-12, 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 2021-2022 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 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 CHECK THOSE THAT APPLY:**

- Calculated Room Nights: 2,160**
- Regional/National/International Television Coverage**
- New Event**
- Bid Event**

**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 RESTRICTIONS:** 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/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.

**2.10 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 E-VERIFY – EMPLOYMENT ELIGIBILITY: GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of GRANTEE’S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.**

**COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE’S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY**

as a result of the termination.

**2.17 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.

**2.18 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.

**2.19 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

2.20 **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.

2.21 **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.**

**PALM BEACH COUNTY, FLORIDA**

DocuSigned by:  
*Glenn Jergensen* Date: 11/30/2021  
By: \_\_\_\_\_  
Glenn Jergensen, Executive Director  
Palm Beach County Tourist Development Council

**GRANTEE:**

DocuSigned by:  
*Kenneth Kennerly* Date: 11/21/2021  
By: \_\_\_\_\_  
Kenneth Kennerly

\_\_\_\_\_  
Name (Print) Managing Director  
\_\_\_\_\_  
Title

**GRANTEE'S FEDERAL TAX IDENTIFICATION NUMBER: 38-4019045**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

DocuSigned by:  
*Yehisaveta B. Herman* Date: 11/30/2021  
By: \_\_\_\_\_  
County Attorney

**PALM BEACH COUNTY SPORTS COMMISSION  
APPROVED AS TO TERMS AND CONDITIONS**

DocuSigned by:  
*George Linley* Date: 11/27/2021  
\_\_\_\_\_  
George Linley, Executive Director

**Garden of Life Palm Beaches Marathon  
December 10-12, 2021  
Exhibit A  
EVENT Description**

**EVENT DESCRIPTION**

**Garden of Life Palm Beaches Marathon**

The Garden of Life Palm Beaches Marathon is a weekend long running, fitness, and entertainment festival consisting of a full and half marathon, 5K, relay race, and fitness expo from December 10-12, 2021. The racecourse will utilize West Palm Beach, with the main location being the Meyer Amphitheatre. The race is estimated to include over 5,000 runners, with one-third coming from out of Palm Beach County. In addition to the various races, the weekend will consist of a fitness expo, taking place at Restoration Hardware in Downtown West Palm Beach. The marathon will serve as a qualifier for the Boston Marathon. As part of the title sponsorship with Garden of Life, they will bring in affiliates and members from around the country to enhance the overall event impact.

**GRANTEE  
CONTACT**

Palm Beaches Marathon, LLC  
Ken Kennerly / (561) 758-3582

**GRANT FUNDS RECOMMENDED**

\$15,000 (Fifteen 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 – 2,160

**Garden of Life Palm Beaches Marathon  
December 10-12, 2021  
Exhibit B  
EVENT Budget**

Items	Cash
Travel	<b>\$7,800</b>
Housing	
Food	<b>\$10,000</b>
Sanction Fees	<b>\$25,000</b>
Site Fees	<b>\$1,500</b>
Rights Fees	
Officials	<b>\$6,255</b>
Awards (non-monetary)	<b>\$15,800</b>
Equipment	<b>\$31,000</b>
Rentals	<b>\$24,750</b>
Insurance	<b>\$5,000</b>
Security	<b>\$26,500</b>
Labor	<b>\$28,000</b>
Marketing/Promotions (in County)	<b>\$26,000</b>
Marketing/Promotions (out of County)	<b>\$20,000</b>
<b>Total Budget</b>	<b>\$227,605</b>



**Garden of Life Palm Beaches Marathon  
December 10-12, 2021  
Exhibit C  
Sponsorship Agreement**

1. Program Advertisement, if applicable
2. 3' x 8' banners displayed on site at race start/finish line
3. Website link
4. Promote PBCSC on social media channels (social media posts reviewed by PBCSC before execution)
5. Provide PBCSC Palm Beaches Marathon branded merchandise
6. Provide PBCSC four (4) race entries to the Palm Beaches Marathon
7. Opportunity to have a booth in the Palm Beaches Marathon Race Expo
8. Opportunity to provide item in Palm Beaches Marathon race packet/bag
9. Event will distribute one Palm Beach County marketing piece to each participant and spectator, provided by the Palm Beach County Sports Commission
10. 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)**

**Garden of Life Palm Beaches Marathon**  
**December 10-12, 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)

**Garden of Life Palm Beaches Marathon  
December 10-12, 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>
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**.

- 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
101-200	\$1,750
201-300	\$2,500
301-400	\$3,250
401-500	\$4,000
501-600	\$4,500
601+	\$5,000

- D. \_\_\_\_\_ Based on a bid process