

3EE-7

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

**PALM BEACH COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 9/13/2022     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 approve:

- A) The Sixth Amendment to the Agreement dated October 17, 2017, with Palm Beach County Sports Commission, Inc. (PBCSC) (R2017-1634) for the provision of services under the County’s Tourist Development Plan.
- B) The Sixth Amendment to the Agreement dated October 17, 2017, with Palm Beach County Film & Television Commission, Inc. (PBCFTC) (R2017-1635) for the provision of services under the County’s Tourist Development Plan.
- C) The Sixth Amendment to the Agreement dated October 17, 2017, with the Cultural Council of Palm Beach County, Inc. (CULTURE) (R2017-1632) for the provision of services under the County’s Tourist Development Plan.

**Summary:** As part of Tourist Development Plan, the PBCSC, PBCFTC, and CULTURE (AGENCIES) host events and activities which in the best interest of the County are benefitted by having participation of County Commissioners, County Administration, County Officials, TDC members, and staff. The Sixth Amendment to the Agreement with the PBCSC clarifies Sections 1.A and 3 of the Agreement regarding County’s participation in tourism events and adds a new Exhibit “K” regarding a Sponsorship Benefits Package provided to the County in consideration of County’s payments to the PBCSC. The Sixth Amendment to the Agreement with the PBCFTC clarifies Sections 1.A and 3, of the Agreement regarding County’s participation in tourism events and adds a new Exhibit “L” regarding a Sponsorship Benefits Package provided to the County in consideration of County’s payments to the PBCFTC. The Sixth Amendment to the Agreement with CULTURE clarifies Sections 4, and 17, of the Agreement regarding County’s participation in tourism events and adds a new Exhibit “C” regarding a Sponsorship Benefits Package provided to the County in consideration of County’s payments to CULTURE. The Sixth Amendments have been reviewed and approved by the TDC Board. Countywide (YBH)

**Background and Justification:** Under the current Agreements, AGENCIES develop and implement Annual Marketing Plans to attract Tourism to Palm Beach County. The County provides funding through bed tax dollars to promote the AGENCIES’ events and in return these events provide an economic benefit to the County. Approval of these Amendments is required to clarify how the participation by County Officials and staff is granted and how this participation is of direct benefit to the County.

**Attachment:**

- 1. Sixth Amendment to the Agreement with PBCSC with Exhibit “K” (3)
- 2. Sixth Amendment to the Agreement with PBCFTC with Exhibit “L” (3)
- 3. Sixth Amendment to the Agreement with CULTURAL COUNCIL with Exhibit “C” (3)

Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director

Approved By: CBaker Date: 8/25/22

County Administrator

**II. FISCAL IMPACT ANALYSIS**

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

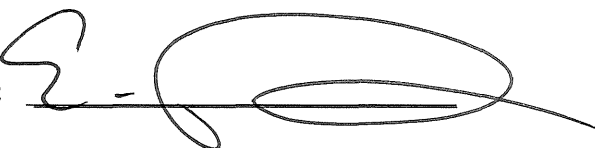
Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>					
# ADDITIONAL FTE POSITIONS (Cumulative)					

# ADDITIONAL FTE POSITIONS (Cumulative) - 0- 0---- 0---- 0---- 0-----

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

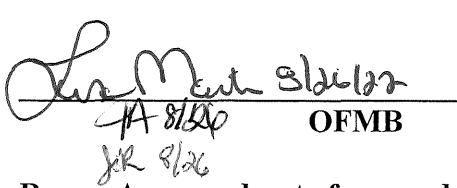
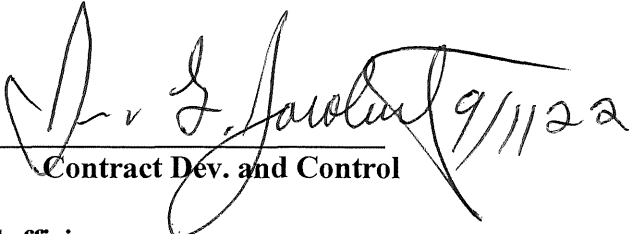
Budget Account No.: Fund \_ Dept \_ Unit \_ Object \_\_\_\_  
 Reporting Category \_\_\_\_\_ VARIOUS

**B. Recommended Sources of Funds/Summary of Fiscal Impact: No Fiscal Impact**

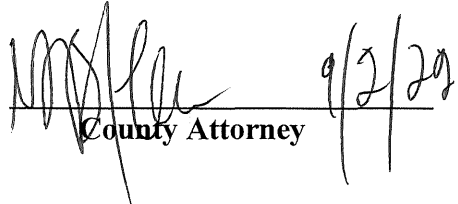
C. Department Fiscal Review: 

**III. REVIEW COMMENTS**

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

 OFMB  
 Contract Dev. and Control 9/11/22

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

 9/2/22  
 County Attorney

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

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

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

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

**THIS SIXTH AMENDMENT** (Amendment) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, to the Agreement dated October 17, 2017 (Agreement) (R2017-1634) as amended), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Palm Beach County Sports Commission, Inc. (PBCSC) (collectively, Parties).

**WITNESSETH:**

**WHEREAS**, on October 17, 2017, the COUNTY and PBCSC entered into a five-year Agreement (R 2017-1634) whereby PBCSC develops and implements an Annual Marketing Plan for attracting sport tourism to Palm Beach County; and

**WHEREAS**, the First Amendment, dated September 18, 2018 (R2018-1467) updated certain exhibits, revised the travel and entertainment policy, and increased PBCSC's cash advance; and

**WHEREAS**, the Second Amendment, dated September 26, 2019 (R2019-1488) updated certain exhibits, revised certain provisions regarding pension contributions, preaudits, prepayments, and advance payments, the Nondiscrimination Policy, added exhibits on diversity and insurance, established audit requirements, and raised the SBE goals; and

**WHEREAS**, the Third Amendment, dated July 14, 2020 (R2020-0919) adjusted the budget downward due to loss of tourism dollars due to COVID-19; and

**WHEREAS**, the Fourth Amendment, dated September 1, 2020 (R2020-1303) updated certain exhibits; and

**WHEREAS**, the Fifth Amendment, dated September 14, 2021 (R2021-1352) updated certain exhibits, provided for a designee to serve on grant panels, and amended provisions regarding e-verify; and

**WHEREAS**, the Agreement requires an amendment to clarify certain provisions, as set forth below; and

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

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

1. The above recitations are true and correct and are incorporated herein.
2. The following paragraph is hereby added at the end of **Section 1.A., Annual Marketing Plan**, of the Agreement, as amended:

The COUNTY shall monitor and conduct evaluations of operations under this Agreement, which requires that the Board of County Commissioners, the TDC staff and members and /or other COUNTY representatives be granted access to events without cost, to observe, encourage and /or monitor programs, events, procedures, and operations, to evaluate program effectiveness against cost. The PBCSC shall also provide access, tickets, promotional items, materials, objects, passes, signage, marketing activities and any other activity or matter for activities which promote tourism.

The PBCSC shall include a reference to the financial support herein provided by the COUNTY in all publications, publicity events, and provide the COUNTY copies of all such publications. The PBCSC shall also notify the COUNTY prior to any key stakeholder events to allow for participation of COUNTY representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TDC Board Members, TDC staff, and guests (collectively, COUNTY REPRESENTATIVES), all of which serves the public purpose of ensuring adequate COUNTY/TDC monitoring of operations and representation at said stakeholder events. To encourage and facilitate COUNTY's participation in such key stakeholder events throughout the year, as part of the consideration for this Agreement, the PBCSC shall provide complimentary access to the COUNTY for further distribution to the COUNTY REPRESENTATIVES. The COUNTY hereby authorizes the PBCSC to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, PBCSC shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the key stakeholder event is being provided pursuant to this Agreement with COUNTY, and that COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to PBCSC.

3. The following paragraph is hereby added at the end **Section 3, Compensation and Method of Payment**, of the Agreement, as amended:

In consideration for the COUNTY's payments to the PBCSC pursuant to this Agreement, the PBCSC shall provide the COUNTY with the Sponsorship Benefits Package described in **Exhibit "K,"** attached hereto and incorporated herein by reference.

4. The following paragraph is hereby added as **Section 51, Counterparts**, to the amendment, as amended:

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. PBCSC shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

5. This Amendment shall not become binding until the date executed by the COUNTY.
6. The effective date of this Amendment shall be retroactive to October 17, 2017, the date the Parties entered into the Agreement, and shall continue until the Agreement is terminated.
7. Except as hereby amended, changed, or modified, all other terms and conditions of the Agreement dated October 17, 2017, as amended, shall remain in full force and effect.

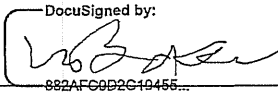
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the PBCSC has hereunto set its hand the day and year above written.

COUNTY:

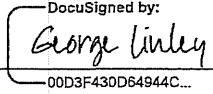
APPROVED AS TO TERMS

AND CONDITIONS

By:  \_\_\_\_\_  
Tourist Development Council

AGENCY:

Palm Beach County Sports Commission

 \_\_\_\_\_  
George Linley, Executive Director

George Linley  
\_\_\_\_\_  
Typed Name

(corp. seal)

{SIGNATURE PAGES CONTINUED}

ATTEST:

COUNTY:

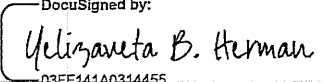
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
County Attorney

**EXHIBIT "K"**

**SPONSORSHIP BENEFITS PACKAGE**

The PBCSC shall provide the following Sponsorship Benefits to the COUNTY, in consideration of the COUNTY's payments under the Agreement:

1. Full access at no additional charge to tourism related activities/events;
2. Parking and/or transportation in connection with tourism related; activities/events;
3. Materials, promotional items, and memorabilia related to tourism activities/events; and
4. Meals, and entertainment expenses, when related to tourism related activities/events.

The value of the Sponsorship Benefits shall not exceed the amount of COUNTY's payment obligations under the Agreement.



**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY ON  
BEHALF OF THE TOURIST DEVELOPMENT COUNCIL AND PALM BEACH COUNTY  
FILM & TELEVISION COMMISSION, INC.**

**THIS SIXTH AMENDMENT** (Amendment) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, to the Agreement dated October 17, 2017 (Agreement) (R2017-1634) as amended), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Palm Beach County Film & Television Commission, Inc. (PBCFTC) (collectively, Parties).

**WITNESSETH:**

**WHEREAS**, on October 17, 2017, the COUNTY and PBCFTC entered into a five-year Agreement (R 2017-1635) whereby PBCFTC develops and implements an Annual Marketing Plan for attracting film, television, and still photography to Palm Beach County; and

**WHEREAS**, the First Amendment, dated September 18, 2018 (R2018-1468) updated certain exhibits, revised the travel and entertainment policy, and increased PBCFTC's cash advance; and

**WHEREAS**, the Second Amendment, dated September 26, 2019 (R2019-1487) updated certain exhibits, revised certain provisions regarding pension contributions, preaudits, prepayments, and advance payments, the Nondiscrimination Policy, added exhibits on diversity and insurance, established audit requirements, and raised the SBE goals; and

**WHEREAS**, the Third Amendment, dated July 14, 2020 (R2020-0920) adjusted the budget downward due to loss of tourism dollars due to COVID-19; and

**WHEREAS**, the Fourth Amendment, dated September 1, 2020 (R2020-1301) updated certain exhibits; and

**WHEREAS**, the Fifth Amendment, dated September 14, 2021 (R2021-1348) updated certain exhibits, provided for a designee to serve on grant panels, and amended provisions regarding e-verify; and

**WHEREAS**, the Agreement requires an amendment to clarify certain provisions, as set forth below; and

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

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

1. The above recitations are true and correct and are incorporated herein.
2. The following paragraph is hereby added at the end of **Section 1.A., Annual Marketing Plan**, of this Agreement, as amended:

The COUNTY shall monitor and conduct evaluations of operations under this Agreement, which requires that the Board of County Commissioners, the TDC staff and members and /or other COUNTY representatives be granted access to events without cost, to observe, encourage and /or monitor programs, events, procedures, and operations, to evaluate program effectiveness against cost. CULTURE shall also provide access, tickets, promotional items, materials, objects, passes, signage, marketing activities and any other activity or matter for activities which promote tourism.

CULTURE shall include a reference to the financial support herein provided by the COUNTY in all publications, publicity events, and provide the COUNTY copies of all such publications. CULTURE shall also notify the COUNTY prior to any key stakeholder events to allow for participation of COUNTY representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TDC Board Members, TDC staff, and guests (collectively, COUNTY REPRESENTATIVES), all of which serves the public purpose of ensuring adequate COUNTY/TDC monitoring of operations and representation at said stakeholder events. To encourage and facilitate COUNTY's participation in such key stakeholder events throughout the year, as part of the consideration for this Agreement, CULTURE shall provide complimentary access to the COUNTY for further distribution to the COUNTY REPRESENTATIVES. The COUNTY hereby authorizes CULTURE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, CULTURE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the key stakeholder event is being provided pursuant to this Agreement with COUNTY, and that COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to CULTURE.

3. The following paragraph is hereby added at the end **Section 3, Compensation and Method of Payment**, of this Agreement, as amended:

In consideration for the COUNTY's payments to the CULTURE pursuant to this Agreement, CULTURE shall provide the COUNTY with the Sponsorship Benefits Package described in **Exhibit "C,"** attached hereto and incorporated herein by reference.

4. The following paragraph is hereby added as **Section 51, Counterparts**, of this Agreement, as amended:

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CULTURE shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

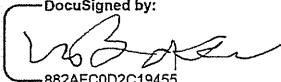
5. This Amendment shall not become binding until the date executed by the COUNTY.
6. The effective date of this Amendment shall be retroactive to October 17, 2017, the date the Parties entered into the Agreement, and shall continue until the Agreement is terminated.
7. Except as hereby amended, changed, or modified, all other terms and conditions of the Agreement dated October 17, 2017, as amended, shall remain in full force and effect.

{Remainder of page left blank intentionally}

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the PBCFTC has hereunto set its hand the day and year above written.

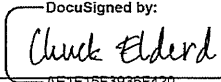
**COUNTY:**

APPROVED AS TO TERMS  
AND CONDITIONS

By:    
882AEC0D2C19455  
Tourist Development Council

**AGENCY:**

Palm Beach County Film & Television Commission

   
AE1F15F3936F420...  
Chuck Elder, Film Commissioner

Chuck Elder  
Typed Name

(corp. seal)

ATTEST:

COUNTY:

JOSEPH ABRUZZO

PALM BEACH COUNTY

CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_

Deputy Clerk

Robert S. Weinroth, Mayor

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

By: ybh \_\_\_\_\_

DocuSigned by:  
*Elizabeth B. Herman*  
03FF141A0514455...

County Attorney

**EXHIBIT "C "**

**SPONSORSHIP BENEFITS PACKAGE**

The CULTURAL COUNCIL shall provide the following Sponsorship Benefits to the COUNTY, in consideration of the COUNTY's payments under the Agreement:

1. Full access at no additional charge to tourism related activities/events;
2. Parking and/or transportation in connection with tourism related; activities/events;
3. Materials, promotional items, and memorabilia related to tourism activities/events; and
4. Meals, and entertainment expenses, when related to tourism related activities/events.

The value of the Sponsorship Benefits shall not exceed the amount of COUNTY's payment obligations under the Agreement.

**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY ON  
BEHALF OF THE TOURIST DEVELOPMENT COUNCIL AND CULTURAL COUNCIL OF  
PALM BEACH COUNTY, INC.**

THIS SIXTH AMENDMENT (Amendment) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, to the Agreement dated October 17, 2017 (Agreement) (R2017-1632) as amended), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Cultural Council of Palm Beach County, Inc. (CULTURE) (collectively, Parties).

**WITNESSETH:**

**WHEREAS**, on October 17, 2017, the COUNTY and CULTURE entered into a five-year Agreement (R 2017-1632) whereby CULTURE develops and implements an Annual Marketing Plan for attracting cultural tourism to Palm Beach County; and

**WHEREAS**, the First Amendment, dated September 18, 2018 (R2018-1466) updated certain exhibits, revised the travel and entertainment policy, and increased CULTURE's cash advance; and

**WHEREAS**, the Second Amendment, dated September 26, 2019 (R2019-1485) updated certain exhibits, revised certain provisions regarding pension contributions, preaudits, prepayments, and advance payments, the Nondiscrimination Policy, added exhibits on diversity and insurance, established audit requirements, and raised the SBE goals; and

**WHEREAS**, the Third Amendment, dated July 14, 2020 (R2020-0918) adjusted the budget downward due to loss of tourism dollars due to COVID-19; and

**WHEREAS**, the Fourth Amendment, dated September 1, 2020 (R2020-1304) updated certain exhibits; and

**WHEREAS**, the Fifth Amendment, dated September 14, 2021 (R2021-1350) updated certain exhibits, provided for a designee to serve on grant panels, and amended provisions regarding e-verify; and

**WHEREAS**, the Agreement requires an amendment to clarify certain provisions, as set forth below; and

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

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

1. The above recitations are true and correct and are incorporated herein.
2. The following paragraph is hereby added at the end of **Section 1.A., Annual Marketing Plan**, of the Agreement, as amended:

The COUNTY shall monitor and conduct evaluations of operations under this Agreement, which requires that the Board of County Commissioners, the TDC staff and members and /or other COUNTY representatives be granted access to events without cost, to observe, encourage and /or monitor programs, events, procedures, and operations, to evaluate program effectiveness against cost. The PBCFTC shall also provide access, tickets, promotional items, materials, objects, passes, signage, marketing activities and any other activity or matter for activities which promote tourism.

The PBCFTC shall include a reference to the financial support herein provided by the COUNTY in all publications, publicity events, and provide the COUNTY copies of all such publications. The PBCFTC shall also notify the COUNTY prior to any key stakeholder events to allow for participation of COUNTY representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TDC Board Members, TDC staff, and guests (collectively, COUNTY REPRESENTATIVES), all of which serves the public purpose of ensuring adequate COUNTY/TDC monitoring of operations and representation at said stakeholder events. To encourage and facilitate COUNTY's participation in such key stakeholder events throughout the year, as part of the consideration for this Agreement, the PBCFTC shall provide complimentary access to the COUNTY for further distribution to the COUNTY REPRESENTATIVES. The COUNTY hereby authorizes the PBCFTC to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, PBCFTC shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the key stakeholder event is being provided pursuant to this Agreement with COUNTY, and that COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to PBCFTC.

3. The following paragraph is hereby added at the end **Section 3, Compensation and Method of Payment**, of the Agreement, as amended:

In consideration for the COUNTY's payments to the PBCFTC pursuant to this Agreement, the PBCFTC shall provide the COUNTY with the Sponsorship Benefits Package described in **Exhibit "L,"** attached hereto and incorporated herein by reference.



4. The following paragraph is hereby added as **Section 51, Counterparts**, to the Agreement, as amended:

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. PBCFTC shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

5. This Amendment shall not become binding until the date executed by the COUNTY.
6. The effective date of this Amendment shall be retroactive to October 17, 2017, the date the Parties entered into the Agreement, and shall continue until the Agreement is terminated.
7. Except as hereby amended, changed, or modified, all other terms and conditions of the Agreement dated October 17, 2017, as amended, shall remain in full force and effect.

{Remainder of page left blank intentionally}

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and the CULTURE has hereunto set its hand the day and year above written.

COUNTY:

APPROVED AS TO TERMS

AND CONDITIONS

By: DocuSigned by: [redacted] 882AF08D2619455...

Tourist Development Council

AGENCY:

Cultural Council of Palm Beach County

DocuSigned by: Dave Lawrence 81D17AB1C9124D8...

Dave Lawrence, Executive Director

Dave Lawrence

Typed Name

(corp. seal)

{SIGNATURE PAGES CONTINUED}

{SIGNATURE PAGES CONTINUED}

ATTEST:

COUNTY:

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
DocuSigned by:  
*Elizabeth B. Herman*  
03FF141A0314455...  
County Attorney

**EXHIBIT "L "**

**SPONSORSHIP BENEFITS PACKAGE**

The PBCFTC shall provide the following Sponsorship Benefits to the COUNTY, in consideration of the COUNTY's payments under the Agreement:

1. Full access at no additional charge to tourism related activities/events;
2. Parking and/or transportation in connection with tourism related; activities/events;
3. Materials, promotional items, and memorabilia related to tourism activities/events; and
4. Meals, and entertainment expenses, when related to tourism related activities/events.

The value of the Sponsorship Benefits shall not exceed the amount of COUNTY's payment obligations under the Agreement.