

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

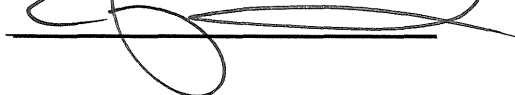
Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

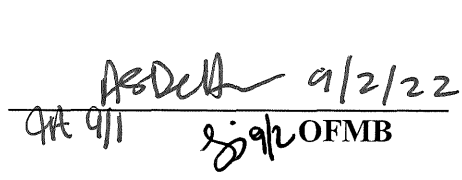

Budget Account No.: Fund ___ Dept ___ Unit ___ Object ___
 Reporting Category _____ VARIOUS

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:

 9/2/22
 OFMB
 9/17/22
 Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:


 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 DISCOVER
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) (R2017-1633) 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 Discover Palm Beach County, Inc. (DISCOVER) (collectively, Parties).

WITNESSETH:

WHEREAS, on October 17, 2017, the COUNTY and DISCOVER entered into a five-year Agreement (R 2017-1633) whereby DISCOVER develops and implements an Annual Marketing Plan for the provision of services to Palm Beach County; and

WHEREAS, the First Amendment, dated September 18, 2018 (R2018-1465) updated certain exhibits, revised the travel and entertainment policy, and increased DISCOVER's cash advance; and

WHEREAS, the Second Amendment, dated September 26, 2019 (R2019-1486) 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 (R2020-0917) adjusted the budget downward due to loss of tourism dollars due to COVID-19; and

WHEREAS, the Fourth Amendment, dated September 1, 2020 (R2020-1302) updated certain exhibits; and

WHEREAS, the Fifth Amendment, dated September 14, 2021 (R2021-1349) 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 DISCOVER 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 33., Agency Monitoring**, 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 DISCOVER hosted events without cost, to observe, encourage and /or monitor programs, events, procedures, and operations, to evaluate program effectiveness against cost. DISCOVER shall also provide access, tickets, promotional items, materials, objects, passes, signage, marketing activities and any other activity or matter for DISCOVER hosted activities which promote tourism.

DISCOVER shall include a reference to the financial support herein provided by the COUNTY in all in-county publications, in-county publicity events, and provide the COUNTY copies of all such publications. For out-of county publicity events, DISCOVER shall include a reference to the financial support herein provided by the COUNTY, where such a reference is appropriate pursuant to industry standards. DISCOVER shall notify the COUNTY prior to any events hosted by DISCOVER and designated as DISCOVER hosted key stakeholder events by COUNTY and 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. Such participation shall be reasonable relative to any such event's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with DISCOVER. To encourage and facilitate COUNTY's participation in such DISCOVER hosted key stakeholder events throughout the year, as part of the consideration for this Agreement, DISCOVER shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to each relevant key stakeholder event to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes DISCOVER to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, DISCOVER shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the DISCOVER hosted 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 DISCOVER.

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 DISCOVER pursuant to this Agreement, the DISCOVER shall provide the COUNTY with the Sponsorship Benefits Package described in **Exhibit "N,"** attached hereto and incorporated herein by reference.

4. The following paragraph is hereby added as **Section 51, Counterparts**, of 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. DISCOVER 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 DISCOVER has hereunto set its hand the day and year above written.

COUNTY:

APPROVED AS TO TERMS

AND CONDITIONS

By: Verdenia Baker

Verdenia Baker for Tourist Development Council

AGENCY:

Discover Palm Beach County

DocuSigned by:
Jorge Pesquera
7E110EB8375B444...

Jorge Pesquera, President & CEO

(corp. seal)

{SIGNATURE PAGES CONTINUED}

ATTEST:

COUNTY:

**JOSEPH ABRUZZO
PALM BEACH COUNTY
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**

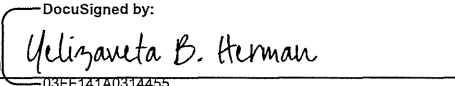
By: ybh  _____
County Attorney

EXHIBIT "N"

SPONSORSHIP BENEFITS PACKAGE

The DISCOVER 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 DISCOVER hosted activities/events;
2. Parking and/or transportation in connection with tourism related DISCOVER hosted activities/events;
3. Materials, promotional items, and memorabilia related to tourism activities/events; and
4. Meals, and entertainment expenses, when related to DISCOVER hosted tourism related activities/events.

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