6G-1

Agenda Item #:

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

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	A	JENDA	ATTEM SUMMANT			
Meeting Date:	09/13/2022	[]	Consent	[X]	Regular	
Department			Ordinance		Public Hearing	
Submitted By:	TOURIST DE	VELO	PMENT COUNCIL			
Submitted For:	TOURIST D	EVEL	OPMENT COUNCIL			

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a fully executed Agreement ("Agreement") for the Federation of International Polo, World Polo Championship (WPC) with Global Polo Entertainment, Inc. (GPE), USPA Global Licensing, Inc. (USPAGL), and the Palm Beach County Sports Commission, Inc. (PBCSC) Agreement, for \$100,000 for the promotion of Palm Beach County through the WPC related marketing and events hosted in Palm Beach County.

Summary: Recently the property which has been known as the International Polo Club was sold to the United States Polo Association (USPA) and renamed the USPA National Polo Center, with that sale came a commitment from the GPE to host the WPC. The WPC is considered the Olympics of polo and is expected to generate 4,640 room nights in Palm Beach County during the two weeks of competition. These room nights are based on eight (8) polo teams/400 participants from around the World, including players, equestrian sport staff, barn managers, grooms, exhibitors, and vendors with an additional 2,500 traveling spectators from Latin America, Europe, and the United States. Estimated spending in Palm Beach County will produce an approximate economic impact of \$5,051,881. This Agreement is between the PBCSC, GPE, and USPAGL, to which Palm Beach County is not a party. The funding from Palm Beach County is through the agreement with the PBCSC and is budgeted through the special events line item which funding will not exceed \$100,000.00, as approved by the PBCSC and the Tourist Development Council. As part of the Agreement, Palm Beach County will be featured prominently as the Title Sponsor on all marketing vehicles, including social media, digital and print publications. In addition, two :30 commercials will be aired, one on Global Polo TV during the opening game and re-aired during the final game and the second on ESPN linear broadcast and on-demand during the opening game. Recognition during the trophy ceremony and introductions to Federation of International Polo representatives will create opportunities to build relationships for future events and solidify Palm Beach County as the headquarters for U.S. Polo. District 6 (YBH)

Background and Justification: On September 26, 2019, the Board approved a second Amendment to the agreement (R2017-1634, as amended) with PBCSC for the provision of services under the County's Tourist Development Plan to promote sports related tourism in Palm Beach County. WPC being held at the USPA National Polo Club in Wellington, Florida will provide the opportunity to market the County to an international audience.

Attachments: 1. Federation of International Polo, World Polo Championship Agreement 2. Presentation

Recommended by:		Date	
Approved By:	Department Director	Date	9/1/22

II. FISCAL IMPACT ANALYSIS

NET FISCAL IMPACT \$100,000 # ADDITIONAL FTE POSITIONS (Cumulative) s Item Included in Current Budget? Yes_X_No	Fiscal Years	2023	2024	2025	2026	2027
Deperating Costs \$100,000 ixternal Revenues Image: Sternal Revenues Program Income (County) Image: Sternal Revenues	Capital Expenditures					
Program Income (County)		\$100,000				
n-Kind Match (County) NET FISCAL IMPACT \$100,000 * ADDITIONAL FTE POSITIONS (Cumulative) No * ADDITIONAL FTE POSITIONS (Cumulative) No * Item Included in Current Budget? Yes X No * Jooes this item include the use of federal funds? Yes No X * oboes this item include the use of federal funds? Yes No X * udget Account No.: Fund 1457 Dept 710 U nit 7426 Object 3401 * udget Account No.: Fund 1457 Dept 710 U nit 7426 Object 3401 * udget Account No.: Fund 1457 Dept 710 U nit 7426 Object 3401 * udget Account No.: Fund 1457 Dept 710 U nit 7426 Object 3401 * udget Account No.: Fund 1457 Dept 710 U nit 7426 Object 3401 * eporting Category	External Revenues					
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	Assistant County At	torney				

A. Five Year Summary of Fiscal Impact:

Department Director

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

Palm Beach County Sports Commission Global Polo Entertainment

This Sponsorship Agreement ("Agreement"), dated as August 1, 2022, (the "Effective Date"), is entered into by and between GLOBAL POLO ENTERTAINMENT, INC., a Florida corporation ("GPE"), USPA GLOBAL LICENSING, INC., an Illinois corporation (USPAGL) and Palm Beach County Sports Commission ("Sponsor").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein. and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows, both intending to be legally bound:

- 1. <u>Sponsorship Benefits.</u> In consideration of Sponsor's payment of the Sponsorship Fee {as defined below), GPE shall provide Sponsor with the "Sponsorship Benefits" set forth in "Exhibit B."
- 2. <u>Term.</u> The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to the express provisions of this Agreement, will continue in effect until November 30, 2022 (the "Term").
- 3. <u>Sponsorship Fee.</u> In consideration of and subject to GPE's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor shall pay GPE the sum of One Hundred Thousand Dollars (\$100,000) due at the conclusion of the event on November 6, 2022. Payment to be received no later than December 31, 2022. The Sponsorship Fee includes all taxes.

4. License Grants.

- a) <u>By GPE.</u> GPE hereby grants to Sponsor, for the benefit of Sponsor, a non-exclusive, non-transferable, non-sublicensable right and license to use the marks, attached as "Exhibit A" accompanied by the designation during the Term in sponsor materials that Sponsor is permitted to create and distribute in promotion of the partnership. In connection with such promotions, Sponsor may also make reference to the missions and activities of Palm Beach County and the Palm Beach County Sports Commission, however, that no such use shall constitute a direct or indirect endorsement by GPE or its affiliates.
- b) *By Sponsor*. Sponsor hereby grants to GPE, for the benefit of GPE and its affiliates, a non-exclusive, non-transferable, non-sublicensable right and license to use the sponsor marks solely as necessary to promote the partnership and event, and to provide the Sponsorship Benefits during the Term.
- c) <u>Approvals.</u> Each party shall submit examples of all proposed uses of the other party's marks, as licensed herein, to the other party for written approval (e-mail will suffice), and neither party shall use such other party's marks unless, until, and to the extent such examples are so approved.



- d) <u>Guidelines</u>. Each party shall use the other party's marks as licensed herein solely in accordance with the other party's trademark usage guidelines and quality control standards as may be provided by such licensing party and as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party shall use, register, or attempt to register in any jurisdiction any mark that is confusingly similar to or incorporates any of the other party's marks. All uses of a party's marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title, and interest in and to its marks.
- 5. <u>GPE's Inability to Broadcast: Preemptions and Interruptions</u>. Sponsor acknowledges that, from time to time, scheduled Show times (a) could be preempted, partially or totally, for broadcasting deemed by GPE due to weather and (b) could be cancelled, postponed, or preempted, partially or totally, due to a Force Majeure. In either case, Sponsor shall be entitled to a makegood to be mutually agreed upon between GPE and Sponsor.
- 6. <u>Termination</u>. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement, and such breach: (1) is incapable of cure; or (2) being capable of cure, remains uncured fifteen (15) days after the non-breaching party provides the breaching party with written notice thereof. Upon expiration or earlier termination of this Agreement: (i) all licenses granted hereunder will terminate and each party shall immediately cease using the other party's marks, including without limitation all materials bearing the other party's marks; and (ii) the following provisions will survive any expiration or termination of this Agreement: this <u>Section 7</u>. and <u>Sections 8</u> through <u>10</u>.
- 7. <u>Representations and Warranties</u>. Each party represents and warrants to the other party that: (i) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (ii) the marks licensed to the other party herein do not infringe the intellectual property rights of any third party; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or governmental action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- 8. <u>Force Majeure</u>. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot. or other civil unrest; (iv) national or regional emergency; (v) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vi) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority; (vii) national or regional shortage of adequate power, telecommunications, or transportation facilities or (viii) global pandemic (each of the foregoing, a "Force Majeure"), in each case, provided that such event is outside the reasonable

2

control of the affected party. In no event will general economic conditions be deemed a Force Majeure.

- **9.** GPE and USPAGL agrees to indemnify, defend, and hold harmless the County of Palm Beach, the Commission, and their directors, officers, employees, and agents, against any losses resulting from any acts or omissions of GPE and USPAGL and/or its directors, officers, employees, shareholders, members, representatives and agents, contractors or servants in connection with the performance of the GPE and USPAGL obligations under this agreement or activities in support of the FIP World Polo Championship.
- 10. GPE agrees to name Palm Beach County Sports Commission and Palm Beach County as additional insured entities under the general liability policy held in conjunction with the event. Such insurance shall, at a minimum, provide comprehensive commercial general liability coverage with limits of not less than \$1 million (\$1,000,000.00) per each occurrence. The Certificates of Insurance must be submitted to the Commission no later than fourteen (14) days prior to the event.

11. Miscellaneous.

(a) <u>Confidentiality</u>. The parties agree to maintain the financial terms of this Agreement in confidence. Neither party shall issue or release any announcement, statement. press release, or other publicity or marketing materials relating to this Agreement or use the other party's marks except as expressly permitted under this Agreement or with the prior written consent of the other party.

(b) <u>Limits on Liability</u>. Neither party's liability to the other in connection with any matter arising out of the subject matter of this Agreement shall exceed the total amount payable by Sponsor to GPE hereunder.

General. This Agreement (i) is governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts of laws; (ii) contains the entire understanding and agreement of the parties with respect to its subject matter; (iii) supersedes all prior and contemporaneous oral or written statements. proposals, representations or warranties by either party regarding this Agreement or its subject matter; (iv) cannot be altered or amended except in a writing signed by the parties; (v) shall not be construed as establishing any type of partnership, joint venture, express or implied agency, employer-employee or special fiduciary relationship between the parties; (vi) may not be transferred or assigned in whole or in part without the prior written permission of the other, any purported transfer or assignment in violation of this Agreement being null, void, and of no force or effect; (vii) is binding upon the parties, their lawful successors and permitted assigns, and (viii) may be executed in counterparts which, taken together, shall constitute one binding agreement. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in Palm Beach County, FL and each party irrevocably submits to



the exclusive jurisdiction of such courts in any such suit, action, or proceeding. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Sponsor shall be required to look only to GPE, and not to GPE's affiliates, or any other third parties for the performance of GPE's obligations hereunder and the satisfaction of all remedies. All waivers must be in a writing signed by the waiving party. Each provision of this Agreement is severable and the invalidity of any part or paragraph shall not affect the enforceability of the remainder. Signatures provided by facsimile or other electronic/digital means shall be binding as if originals. All notices, requests, consents, claims, demands, and waivers hereunder must be in writing and addressed to the parties at the addresses set forth beneath their respective signatures on this Agreement (or as otherwise specified by a party in a notice given in accordance with this <u>Section 11(c)</u>).

By: J. Michael Prince J. Michael Prince 8/2/2022 President and CEO USPA Global Licensing Inc. 1400 Centrepark Blvd., Ste 200 West Palm Beach, FL 33401 Email: mprince@uspagl.com Attn: Michael Brince.

By: George Linley Executive Director 2195 Southern Blvd. Ste 550 West Palm Beach, FL 33406 Email: <u>glinley@palmbeachsports.com</u> Attn: George Linley

EXHIBIT A

<u>Marks</u>

Word Marks: FIP World Polo Championship

Logo Marks: USPA LOGO

U.S. Polo Assn. Logo





U.S. POLO ASSN. SINCE 1890



The Palm Beaches, USA



EXHIBIT B

Sponsorship Benefits

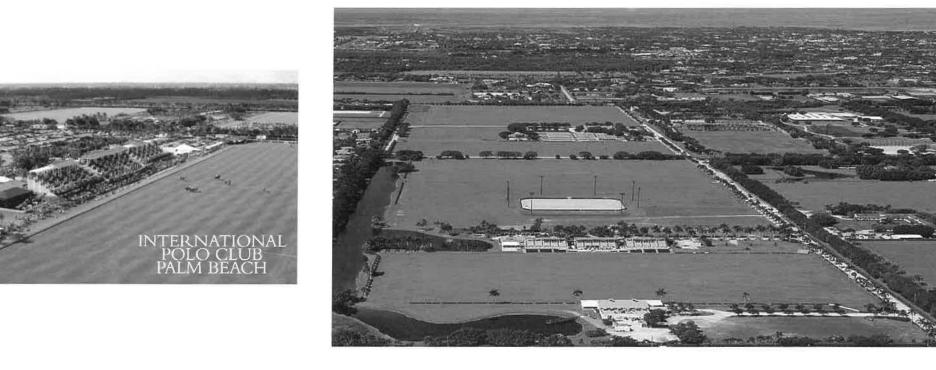
Palm Beach County Sports Commission Assets:

Designation: Title Sponsor (Exclusive)

- A. Palm Beach County and Palm Beach County Sports Commission to be promoted as the Title Sponsor for the FIP World Polo Championship via all appropriate marketing vehicles.
- B. One (1) :30 commercial on Global Polo TV during the FIP World Polo Championship opening and championship game and One (1) :30 commercial on the Opening Day game on October 29th on ESPN linear broadcast and on-demand.
- C. Two (2) total signs at the USPA National Polo Center, location, and size to be determined, including name inclusion of title sponsorship, where applicable.
- D. Table for eight (8) VIP tickets to the Opening Day on October 29 and eight (8) VIP tickets to the final on November 6 game at the USPA National Polo Center.
- E. Inclusion of logo on FIP World Championship landing page on uspolo.org.
- F. One (1) full-page four-color Advertisement in the official program magazine.
- G. Inclusion in GPE PR and Social Media promotion.
- H. Recognition in the trophy ceremony for Opening Ceremony on October 29 and Championship game on November 6.
- I. Introductions to Federation of International Polo representatives.



The XII FIP World Polo Championship would take place at the International Polo Club & the Valiente Polo Farm in Wellington





The FIP World Polo Championship is the grandest global stage for its sport

Event Organizers include:

- 1. Federation of International Polo (FIP)
- 2. United States Polo Association (USPA)
- 3. U.S. Polo Assn.









This grand event will take place on American soil for the second time, after a 24-year hiatus.



The FIP World Polo Championship features the top 10-goal to 14-goal teams across the globe contending for the highest honor in international polo







Since 1987, the FIP World Polo Championship takes place once every 3 years in different countries

Year	Host Nation	<u>Champion</u>
2017	Australia	Argentina
2015	Chile	Chile
2011	Argentina	Argentina
2008	Mexico	Chile
2004	France	Brazil
2001	Australia	Brazil
1998	United States	Argentina
1995	Switzerland	Brazil
1992	Chile	Argentina
1995	Switzerland	Brazil



8 nations will qualify to compete for a World Polo Championship



The defending champion (Argentina in 2017) and host country (United States) automatically qualify



WORLD POLO CHAMPIONSHIP The Palm Beaches, Florida



25 countries are vying to qualify for the FIP World Polo Championship with 6 teams earning selections through five (5) Zone Playoffs

THE FIVE ZONES ARE AS FOLLOWS:

Zone A - North and Central America Zone B – South America Zone C – Europe Zone D – Asia and Oceania Zone E – Africa, Pakistan and India

ZONE PLAYOFFS & Winners:

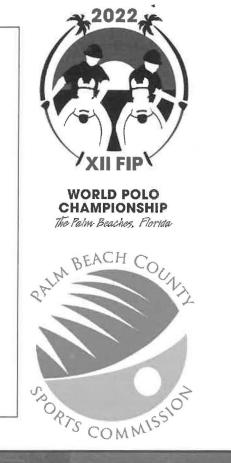
Zone A - Mexico (Mexico qualified) Zone B - Uruguay (Uruguay qualified) Zone C - France (Spain & Italy qualified) Zone D – Australia (qualification TBD) Zone E – South Asia (qualification TBD)



16 total polo games will occur during the FIP Polo World Championship

Schedule:

October 25: **Team Meetings** Horse Tryouts & International Teams will draw to select their pooled ponies October 26: October 27: Practice Games October 28: No Games October 29: Zone A Game 1, Zone A Game 2, Zone B Game 3, Zone B Game 4 October 30: No Games October 31: Zone A Game 5, Zone A Game 6, Zone B, Game 7, Zone B Game 8 November 1: No Games November 2: Zone A Game 9, Zone A Game 10, Zone B, Game 11, Zone B, Game 12 November 3: No Games / USPA Chairman's Reception at Museum of Polo November 4: Semifinal Game 1 & Semifinal Game 2 November 5: No Games / USPA Board of Governors Meeting November 6: 3rd place contest & Championship Game



FIP World Polo Championship – Tourism Impacts

Attendees:

- 400 participants, including the players, equestrian sports staff, exhibitors, vendors, sponsors, USPA board, FIP board & staff, and correlating families
- 2,500 traveling spectators –originating primarily from Latin American nations, Europe, and the United States

Overnight Accommodations:

 Projecting average stay of 4,640 room nights (580 rooms * 8-night average stay)

Economic Impact:

\$5,051,881 in visitor spending
 (based on Florida Sports Foundation economic impact calculator)



FIP Polo World Championship – Event Dynamic - Tourism Impacts

Polo Horses:

- Unique to the XII FIP World Polo Championship, horses are provided to the players upon arrival
- International teams will draw to select their pooled ponies and will have a single day to become acquainted with those horses and a further day to practice with them
- J5 Equestrian, which is based in Wellington will be the sole horse provider
- To provide care for the horses during the FIP World Polo Championship, a massive number of grooms, managers, and horse-related personnel will travel from Colorado to The Palm Beaches.

FIP Polo World Championship – Media Impacts

Television Coverage

- The XII FIP World Polo Championship semi-finals and finals will be televised on ESPN
- All 16 games will be televised on Global Polo TV (GPTV) and ESPN On Demand
- Coverage of the XII FIP World Polo Championship will be internationally distributed to 150+ nations



Partnership Benefits & Deliverables

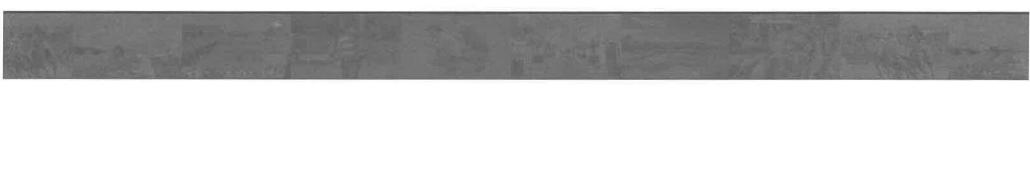
- Title Sponsor
- :30 second television commercial on ESPN during the semi-finals & championship game
- Multiple :30 second commercials during the broadcast on Global TV and ESPN on-demand
- Multiple on-site banners and signage at International Polo Club during all 16 games
- VIP Hospitality for the Opening Game and Championship Game
- Registrations for the USPA Chairman's Reception at Museum of Polo
- Recognition in trophy presentations, the Opening Ceremony, and Championship game
- Full page color advertisement & advertorial placed in the Official Program Inclusion
- Organization introduction with USPA, FIP & IOC representatives







WORLD POLO CHAMPIONSHIP The Palm Beaches, Florida





Funded by the Tourist Development Council



FLORIDA





This partnership strengthens our relationship with the polo community

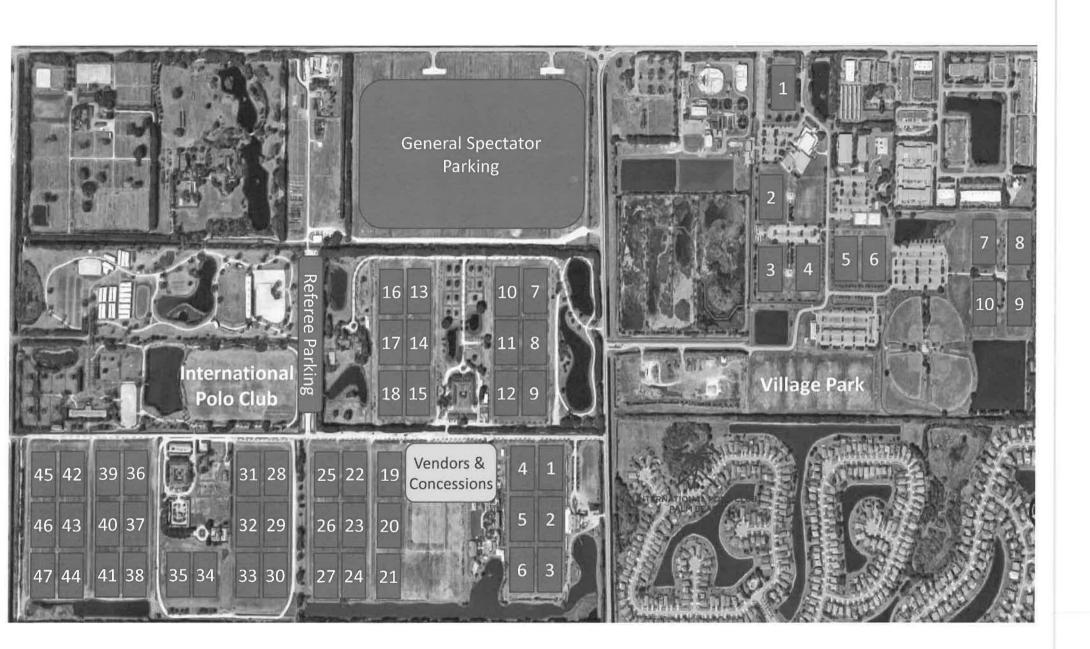












<u>TOURIST DEVELOPMENT COUNCIL</u> <u>Thursday, September 8, 2022 – 9:00 A.M.</u> <u>2195 Southern Boulevard</u> <u>West Palm Beach, Florida 33406</u> <u>AGENDA</u>

1. <u>ROLL CALL</u>*

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- 2. MOTION TO APPROVE AGENDA ADDITIONS AND DELETIONS*
- 3. MOTION TO APPROVE JULY 14th TDC MEETING MINUTES*
- 4. <u>MOTION TO RECEIVE AND FILE CONSENT ITEMS FOR AUGUST 2022</u> emailed to the Board and SEPTEMBER 2022 included under this Agenda*

MARKETING AGENCIES REPORTING

- A. DTPB ACTIVITY REPORT*
- **B. CULTURAL COUNCIL ACTIVITY REPORT***
- C. SPORTS COMMISSION ACTIVITY REPORT*
- **D. FILM & TV MONTHLY NEWSLETTER***
- E. FILM & TV PRODUCTION REPORT*

PBC CONVENTION CENTER OPERATING REPORTS

- F. CONVENTION CENTER INCOME STATEMENT & FINANCIAL OPERATIONS ANALYSIS COMPARED TO BUDGET & PRIOR YEAR*
- G. CONVENTION CENTER MARKETING UPDATE*
- H. CONVENTION CENTER "PACE" REVENUE REPORT*

OTHER TDC SUPPORTED AGENCY/DEPARTMENTS REPORTS

- I. ERM PROJECT STATUS REPORT*
- J. PBI TRAFFIC REPORT*
- **K. CONTRACT TRACKING REPORT***
- L. FY2022 QUARTERLY REPORTS 06.30.2022*

5. OLD BUSINESS - DISCUSSION ITEMS

A. TDC TOURISM PERFORMANCE METRICS

- 1. TDC DASHBOARD CURRENT MONTH & FY2022*
 - a. Bed Tax Collections*
 - b. Report Out Metrics*
- B. CHECKPOINT #22 JULY 2022 COLLECTED AUGUST 2022*
- C. PBI UPDATE- Cody Benkelman

6. <u>NEW BUSINESS – DISCUSSION ITEMS</u>

A. ERM

1. Two Minute Update- Deb Drum

B. DISCOVER

- 1. Introduction of Milton Segarra Jorge Pesquera
- 2. Presentation of New Creative Agency* 10 Minutes Erika Constantine

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- 3. Agency of Record Contract* MOTION TO APPROVE
- 4. Two Minute Update Jorge Pesquera

C. SPORTS COMMISSION

1. The Category "G" Grant Agreements*

MOTION TO APPROVE

1

		Grant	Amount	Room Nights
-	a.	Columbus Day Discovery Showdown (October 6-9, 2022) – Palm Beach Skate Zone, Palm Beach Ice Works	\$8,000	800
	b.	Perfect Game WWBA Championship Week / Perfect Game WWBA 13U & 14U World Championship (October 6-17, 2022) – Ballpark of the Palm Beaches, Roger Dean Chevrolet Stadium, Santaluces Athletic Complex	\$84,000	10,239
	c.	USTA Columbus Day Open (October 8-10, 2022) – Boca West Country Club, Boca Lago Country Club, Delray Beach Tennis Center, Seven Bridges Tennis Center, Palm Beach Gardens Tennis Center	\$7,500	500
	d.	World Comes to the Palm Beaches (October 26-30, 2022) – Ballpark of the Palm Beaches, Santaluces Athletic Complex	\$15,000	1,589
	e.	TimberTech Championship (October 31 – November 6, 2022) – Royal Palm Yacht & Country Club	\$40,000	1,500
	f.	Holiday Basketball Classic of the Palm Beaches (December 27-30, 2022) – The Benjamin School, Perseverance Training Center	\$15,000	1,200
	g.	THE Spring Games (February 19 – March 25, 2023) – Seminole Palms Park, Okeeheelee Park - NEW	\$58,500	8,127
		Stimulus Funds:		
	a.	Jackson T. Stephens Cup (October 9-12, 2022) - Seminole Golf Club - <i>NEW</i>	\$30,000	1,000
		Total	<u>\$258,000</u>	24,955

2. Two Minute Update - George Linley

- D. CULTURAL COUNCIL 1. Two Minutes Update – Dave Lawrence
- E. FILM & TV1. Two Minute Update Chuck Elderd
- F. CONVENTION CENTER
 - 1. Spectra Venue Management
 - a. Two Minute Update- Dave Anderson
 - 2. Spectra Hospitality
 - a. Two Minute Update Kathy Griffin
- 7. **BOARD COMMENTS**
- 8. <u>PUBLIC COMMENTS</u>
- 9. <u>ADJOURNMENT</u>

Next Meeting will be October 13, 2022.

*Attachment included.

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