

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2025	☒	Consent	☐	Regular
	☐	Ordinance	☐	Public Hearing
Department				
Submitted By: <u>TOURIST DEVELOPMENT COUNCIL</u>				
Submitted For: <u>TOURIST DEVELOPMENT COUNCIL</u>				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Retroactive Third Amendment (Amendment) to the Agreement (R2022-1024) with the Discover Palm Beach County, Inc. (Discover), for the provision of services under the County’s Tourist Development Plan for a total amount of \$36,423,297 during the period of October 1, 2025 through September 30, 2026.

Summary: The Amendment adds new Article 38 – Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern, and Article 39 – Human Trafficking Affidavit which includes the Affidavit as Exhibit O. The Amendment also updates Section 6, Other Policies, deleting Exhibit M and adding to the list of required policies, Exhibit O Human Trafficking Affidavit, and replaces Section 8, updating the Nondiscrimination provision. The Amendment also updates for Fiscal Year 2026: 1) Exhibit A – Annual Budget for an amount not to exceed \$28,354,515 in contractual services, \$600,000 in Special Events Marketing, \$346,503 in County Direct, \$1,000,000 in Special Projects, and \$6,122,279 in reserves, for a total of \$36,423,297; 2) Exhibit G – Travel & Entertainment Policy; 3) Exhibit H – Performance Measures; 4) Exhibit I –Salary Structure; 5) Exhibit J – Compensation Policy; 6) Exhibit K– Table of Organization; and 7) Exhibit L - Insurance. The Tourist Development Council recommends approval of the Third Amendment. Countywide (YBH)

Background and Justification: Under the current Agreement, as amended, Discover develops and implements an Annual Marketing Plan to promote tourism, for which the County provides funding through bed tax dollars. All expenditures by Discover under the Agreement must be made in accordance with the Annual Budget, which is attached as Exhibit A to the Agreement, from funds appropriated annually by the County. The Agreement is for five (5) years, through September 30, 2027, and the Amendment updates the Agreement’s Annual Budget for Fiscal Year 2026. The Amendment adopts new Exhibits A (Annual Budget), Exhibit G (Travel & Entertainment Policy), Exhibit H (Performance Measures), Exhibit I (Salary Structure), Exhibit J (Compensation Policy), and Exhibit K (Table of Organization), Exhibit L (Insurance), and Exhibit O (Florida Statutes 787.06 Affidavit).

Attachment:

- 1. Third Amendment with Exhibits A, G, H, I, J, K, L, and O (2)

Recommended by: 	Date: <u>9/10/25</u>
<u>yb</u> Department Director	
Approved By: 	Date: <u>9/24/25</u>
Chief Deputy County Administrator	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$36,423,297	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$36,423,297	TBD	TBD	TBD	TBD
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Is this Item using State funds? Yes No X

Does this item include the use of federal funds? Yes No X

Budget Account No.: Fund 1454 Dept _____ Unit _____ Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Local Option Bed Tax.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


 Lisa M. Tate 9/11/25
 OB 9/11 OFMB


 Brenda Zwick 9/18/25
 Contract Dev. and Control 26 9.18.25

B. Approved as to form and Legal Sufficiency:

[Signature] 9/22/23
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

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

THIS THIRD AMENDMENT (Amendment) is made and entered into this _____ day of _____, 2025, to the Agreement dated September 13, 2022 (Agreement) (R2022-1024), 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, the COUNTY and DISCOVER entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1353), and on August 20, 2024 (R2024-0992), whereby DISCOVER develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

WHEREAS, the Agreement requires an amendment to provide for certain revised Exhibits; and

WHEREAS, the Parties agree to further amend the Agreement, as provided herein; and

WHEREAS, the Parties have agreed that this Amendment is in the best interest of 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 incorporated herein.
2. Section 6 is deleted in its entirety and replaced as follows:
 6. Other Policies. DISCOVER shall, in performance of its duties, adhere to and act in conformity with the policies set forth in the following attachments:
 - Exhibit “A” Annual Budget
 - Exhibit "B" Moving Expense Reimbursement for Employees Hired in Selected Positions
 - Exhibit “C” Conflict of Interest
 - Exhibit "D" Nondiscrimination
 - Exhibit “E” Procurement
 - Exhibit “F” Convention Center Booking
 - Exhibit “G” Travel and Entertainment Policy
 - Exhibit “H” Performance Measures
 - Exhibit “T” Salary Ranges

- Exhibit “J” Compensation
- Exhibit “K” Organizational Chart
- Exhibit “L” Insurance COI
- Exhibit “M” Sponsorships

The provision of this Agreement, including the policies set forth in Exhibits listed above shall have control over any provisions of DISCOVER’s guidelines, policies, and procedures which may be in conflict with the provisions, except any guideline, policy, or procedure which may hereafter be adopted by DISCOVER and approved by the COUNTY.

3. Section 8 is deleted in its entirety and replaced as follows:

8. Nondiscrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, DISCOVER warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, DISCOVER represents and warrants that it will comply with the COUNTY’s Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, DISCOVER shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall DISCOVER retaliate against any person for reporting instances of such discrimination. DISCOVER 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 this 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. DISCOVER understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company 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. DISCOVER shall include this language in its subcontracts.

4. Section 38. is added to the Agreement as follows:

38. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the DISCOVER certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

5. Section 39 is added to the Agreement as follows:

39. Human Trafficking Affidavit. DISCOVER warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. DISCOVER has executed Exhibit "O", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

6. Exhibits "A," "G", "H", "I", "J", "K", and "L" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "G" (Travel & Entertainment Policy), Exhibit "H" (Performance Measures), Exhibit "I" (Salary Structure), Exhibit "J" (Compensation Policy), Exhibit "K" (Table of Organization), and Exhibit "L" (Insurance), all attached hereto and made apart hereof.
7. This Amendment shall become effective when executed by the Parties hereto.
8. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

ATTEST:

DISCOVER PALM BEACH COUNTY, INC.

By:

Signed by:

Peter Yesawich

260400886506425...

Peter Yesawich, Chair

By:

DocuSigned by:

Milton Segarra

2FBE0C0083E540F...

Milton Segarra, President and CEO

Approved as to Terms and Conditions

Approved as to Form and Legal Sufficiency

DocuSigned by:

Emanuel Perry

487F9867013F47E...

Emanuel Perry
TDC Executive Director

Blizaveta B. Herman,
Assistant County Attorney

PALM BEACH COUNTY
Discover The Palm Beaches
Exhibit "A"

	Actual FY 2023	Actual FY 2024	Adopted Budget FY 2025	Modified Budget FY 2025	Forecast FY 2025	Budget FY 2026
Discover the Palm Beaches FY25 Contract						
Total Discover Contract	\$ 14,216,503	\$ 27,191,687	\$ 27,528,655	\$ 27,528,655	\$ 27,528,655	\$ 28,354,515
Marketing Stimulus	\$ 11,999,000	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 224,230	\$ 253,683	\$ 327,045	\$ 327,045	\$ 327,045	\$ 346,503
Special Events Marketing Boca Bowl/PGA Tour	\$ -	\$ -	\$ 575,000	\$ 575,000	\$ 575,000	\$ 600,000
Beach Payback	\$ 966,400	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects	\$ 966,400	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Total Discover Expenses	\$ 28,372,533	\$ 27,445,370	\$ 28,430,700	\$ 28,430,700	\$ 28,430,700	\$ 30,301,018
Reserves	\$ 11,763,693	\$ 11,579,067	\$ 6,961,226	\$ 8,202,370	\$ 10,454,869	\$ 6,117,819
Total Discover Expense Budget	\$ 40,136,226	\$ 39,024,437	\$ 35,391,926	\$ 36,633,070	\$ 38,885,569	\$ 36,418,837

PALM BEACH COUNTY
Discover The Palm Beaches
Exhibit "A" Continued

	ACTUALS FY 2024	ADOPTED BUDGET FY 2025	AMENDED BUDGET FY 2025	FORECAST FY 2025	PROPOSED BUDGET FY 2026
<u>Personnel Expense</u>					
Wages & Salaries	5,012,582	5,100,000	5,100,000	5,079,465	5,406,000
Payroll Taxes	362,234	400,000	400,000	464,446	424,000
Employee Benefits	1,460,671	1,500,000	1,500,000	1,456,088	1,590,000
<u>Total Personnel Expenses</u>	6,835,487	7,000,000	7,000,000	7,000,000	7,420,000
<u>Marketing & Promotion Expense</u>					
Travel & Entertainment	14,712	27,500	27,500	29,000	31,000
Trade Show Participation	1,233,409	1,177,000	1,135,000	1,115,500	1,193,000
Destination Reviews	810,861	775,000	775,000	803,875	827,000
Sales Missions / Media Missions	267,271	336,000	330,000	331,000	355,000
Sales Industry Partnerships	850,054	515,000	691,000	715,000	715,000
Event Hosting within PBC	1,046,147	922,000	931,000	1,073,923	1,062,000
Brand Marketing	7,968,338	8,875,000	8,675,000	8,519,628	8,655,000
Contracted Marketing Services	1,416,620	1,732,500	1,732,500	1,694,125	1,716,925
Tourism Sponsorships / Grants	793,057	215,000	215,000	213,000	185,000
Digital Marketing/Website	4,815,373	4,900,000	4,900,000	4,884,000	4,965,000
Printed Marketing Collateral	245,581	198,000	231,000	252,000	265,000
Promotional Items	8,675	7,000	8,500	8,900	10,000
Research	203,905	215,000	198,500	205,000	215,000
Fulfillment	43,082	45,000	43,000	44,000	45,000
Other Promotional Activities	0	1,500	1,400	1,500	1,500
<u>Total Marketing & Promotion Expense</u>	19,717,086	19,941,500	19,894,400	19,890,450	20,241,425
<u>Administrative & General Operations</u>					
Dues & Subscriptions	118,684	152,500	152,500	152,500	165,675
Data Processing / Computer	81,232	75,500	79,500	86,000	94,000
Office Equipment, Computer Hardware	109,427	47,000	47,000	47,000	47,000
Professional Seminars & Conferences	90,753	88,500	108,500	109,000	117,915
Insurance	38,992	49,500	46,500	49,500	49,500
Professional Services	93,961	84,500	101,500	98,500	114,500
Office Supplies	15,380	20,500	20,500	18,500	20,500
Non- Collateral Printing / Photocopying	5,839	19,250	19,250	16,000	19,250
Rent (Storage) / Utilities	19,422	8,500	16,800	16,800	18,500
Telecommunications	28,426	9,000	9,000	9,000	9,750
Postage	15,171	15,000	13,000	15,000	15,000
Bank Fees	21,353	15,000	17,800	18,000	20,000
Miscellaneous	473	2,405	2,405	2,405	1,500

PALM BEACH COUNTY
Discover The Palm Beaches
Exhibit "A" Continued

<u>Total Administrative & General Operations</u>	639,115	587,155	634,255	638,205	693,090
<u>Total CVB Other Contractual Services</u>	27,191,687	27,528,655	27,528,655	27,528,655	28,354,515
<u>Marketing Stimulus Funding</u>					
Tourism Master Plan Initiative (Special Projects)	-	-	-	-	1,000,000
<u>Total Marketing Stimulus Funding</u>	-	-	-	-	1,000,000
<u>County Direct</u>					
Network Services	18,595	23,692	23,692	23,692	26,418
Rent (Office)	160,672	168,903	168,903	168,903	177,141
Coop Advertising	49,987	86,822	86,822	86,822	95,721
IG Fee	24,429	47,628	47,628	47,628	47,223
Special Events Marketing	-	575,000	575,000	575,000	600,000
<u>Total County Direct</u>	253,683	902,045	902,045	902,045	946,503
<u>Total Expense</u>	27,445,370	28,430,700	28,430,700	28,430,700	30,301,018
<u>DTPB - Reserves</u>	11,579,067	6,961,226	8,202,370	10,454,869	6,117,819
<u>Overall Expense Budget</u>	39,024,437	35,391,926	36,633,070	38,885,569	36,418,837

EXHIBIT "G"

TRAVEL & ENTERTAINMENT POLICY

Pursuant to Section 125.0104, Florida Statutes, the following policy shall govern the reimbursement of travel and entertainment expenses incurred by employees of Discover Palm Beach County, Inc. ("AGENCY") in connection with the performance of the promotional services under this Agreement.

As set forth below, expenditures for transportation, lodging, meals, and other reasonable and necessary items and services in connection with AGENCY's performance of the promotional services under this Agreement are authorized. AGENCY shall be reimbursed for the actual, reasonable, and necessary costs-as ultimately determined by the Executive Director of the Tourist Development Council (TDC)-for travel, meals, lodging, and incidental expenses of AGENCY's employees when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, such as tourism meeting planners and tourism influencers, and while attending or traveling in connection with travel or trade shows, conventions, and professional education events related to AGENCY's performance under this Agreement.

I. APPROVAL OF EXPENDITURES

A. Receipts. All travel and entertainment-related expenditures in excess of \$10 shall be substantiated by receipts ("Receipts").

B. Justification. A complete and detailed justification for all travel and entertainment-related expenditures shall be shown on the travel expense voucher or attached thereto ("Justification"). The Justification shall provide sufficient information to establish that the expenditures were reasonable and necessary in connection with the performance of promotional and other duties of the AGENCY pursuant to this Agreement.

C. Agency Approval. All travel, including review of Receipts and Justification shall, in the first instance, be approved by the traveler's supervisor at AGENCY, or his/her designee ("Agency Approval"). For reimbursements for expenses incurred by AGENCY's President/CEO, Agency Approval shall be obtained from the chair of AGENCY's board or the chair of AGENCY's executive committee, as applicable.

D. TDC Approval. After obtaining Agency Approval, the AGENCY shall submit the reimbursement packet, including the Receipts, Justification, and documentation reflecting Agency Approval, to the Executive Director of the TDC for a final determination of whether the expenses are reimbursable ("TDC Approval"). This determination by the Executive Director of TDC as to the reasonable and necessary costs of expenditures shall be final.

E. Reimbursement. The packet containing the Receipts, Justification, Agency Approval, and TDC Approval (collectively, the "Reimbursement Package") shall be submitted to the Clerk

& Comptroller ("Clerk") for reimbursement payment. The fact that the Reimbursement Packet contains TDC Approval indicates that all Receipts and the Justification provided are sufficient to establish that the expenditures are reimbursable, reasonable, and necessary, as determined by the Executive Director of TDC. Only upon confirmation that the Reimbursement Package is complete, i.e., that it contains the required Receipts, Justification, Agency Approval, and TDC Approval, payment shall be remitted by the Clerk for reimbursement. Nothing in this Agreement shall in any way limit the Clerk's legal authority to perform any pre-disbursement audits in connection with remitting any payments under this Agreement.

With the exception to the per diem limit for foreign travel under Section III(A) herein, the below information is for guidance only. The Executive Director of the TDC retains the right to determine whether any and all expenses are reasonable, necessary, and reimbursable based on his/her review of the relevant information, including the Receipts, Justification, and Agency Approval.

II. DOMESTIC TRAVEL

A. Per Diem Limit for Domestic Travel. Expenses related to domestic travel are presumed to be reasonable if they comply with the per diem limit by city as shown in the most recently published Business Travel News Per Diem ("Per Diem Limit") schedule. If a city is not listed in the per diem schedule, the Per Diem Limit of the closest city in the same state, by proximity, shall apply. Any departure from the Per Diem Limits shall be presumed to be excessive unless the reasonableness of the expenditure is satisfactorily proven to the Executive Director of the TDC in the Justification.

Meal expenditures may be combined such that the daily total does not exceed the Per Diem Limit. However, entertainment expenses that include a meal during the same day, or during a day when the traveler arrives or departs from a city, shall not be duplicative of meal expenditures. The maximum gratuity on any meal is twenty percent (20%); provided, however, that in any case where the gratuity is included in the bill presented for the meal, then the gratuity will be reimbursed in the full amount assessed by the serving establishment. Snacks/beverages between meals are allowed as long as the overall per diem limit is not exceeded. Miscellaneous incidental expenses may be reimbursed upon review of the reimbursement package. Any meal included in the registration fee of any convention, trade show or conference, will be deducted from the Per Diem Limit and the Entertainment limits provided in Section IV.

B. Domestic Air Travel. The most economical class that is reasonable under the circumstances shall be utilized, In addition, following provisions will be presumed reasonable and necessary: 1) luggage fees; 2) flight change fees; 3) cancellation insurance; ; 4) seat reservation; 5) Wi-Fi charges.

C. Lodging. Room rates, taxes, fees, parking, and internet are the only allowable room charges. Room folios must be provided as back up for reimbursement. No other expenses should be charged to the room folio including room service, absent an acceptable justification. A late arrival to a city after a lengthy trip may qualify for reasonable room service expenses, subject to the Per Diem Limit.

D. Mileage, Parking, Taxi and Tolls. The allowable mileage reimbursement will be

computed on the basis of either the shorter distance from the point of origin to the point of destination or the traveler's official headquarters to the point of destination. Printouts from a web-mapping server (such as MapQuest or Google Maps) are required to substantiate mileage requested for reimbursement. Actual costs of parking and tolls shall be reimbursed if substantiated by the Receipt provided in accordance with Section I above. Transportation Receipts, regardless of form, shall be accepted, including, but not limited to, Receipts relating to transportation provided by taxi, Uber, Lyft and/or any other shared economy transportation company. Transponder toll rental fees in rental cars shall be accepted for reimbursement as shown on applicable Receipts, which may include charges evidenced on car rental agreements. For parking expenses while staying at hotel, the Hotel Folio is sufficient support as long as the parking charge is clearly marked for each day of parking incurred. Electronic parking meter receipts via text, email, Sun Pass printout, or any other similar Receipts shall be acceptable. Normal commute mileage ("Normal Commute Mileage") for the Normal Workday is not reimbursable when departing from home to an event or meeting, or from an event or meeting returning home. The Normal Commute Mileage shall be deducted from the overall mileage reimbursement request. Mileage incurred on weekends or United States holidays shall not constitute Normal Commute Mileage and shall be reimbursable. Mileage shall be reimbursed at IRS published rates multiplied by the mileage incurred, as evidenced from Google Maps, MapQuest, or a similar platform, rounded to the nearest cent. This paragraph shall apply for domestic and foreign travel alike.

III. FOREIGN TRAVEL

The below information shall govern all foreign travel (outside the United States).

A. Per Diem Limit For Foreign Travel. The cost of per diem and incidental expenses of AGENCY's employees for foreign travel shall be reimbursed at the rates specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)." In that publication, lodging is reported separately from meals and incidental expenses, followed by a combined daily rate. The breakdown of rates by meals and incidentals is found in Appendix B to the publication. Any meal included at any convention, trade show or conference, will be deducted from the Per Diem Limit, and the Entertainment limits, provided in Section IV.

B. Foreign Air Travel. The most economical class that is reasonable under the circumstances shall be utilized. For flights longer than five (5) hours (excluding layovers) business class will be presumed reasonable. In addition, the following shall be presumed reasonable and necessary: 1) luggage fees; 2) flight change fees; 3) cancellation insurance; 4) seat reservation; 5) Wi-Fi charges.

C. Lodging. Room rates, taxes, fees, parking, and internet are the only allowable room charges. No other expenses should be charged to the room folio including room service, absent an acceptable justification. A late arrival to a city after a lengthy trip may qualify for reasonable room service expenses, subject to the Per Diem Limit.

D. Exchange Rate. Reimbursement Packages containing a mix of cash and credit card expenses shall be reimbursed using (a) for credit card charges, the actual rate of exchange shown on the credit card statement for each charge and (b) for cash expenses, the average of the Interbank Rate for eligible cash expenditures incurred during the time the traveler was in the country, as published by OANDA.com. As applicable, evidence of the average rate as published by OANDA.com shall be attached to each Reimbursement Package. Reimbursement Packages that have only credit card charges shall be

reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the Reimbursement Package.

E. Multiple Countries. When traveling in multiple countries on the same trip, a separate Reimbursement Package for each country shall be provided.

IV. ENTERTAINMENT

Entertainment expenses are those incurred while meeting with travel writers, tour brokers, or other persons connected with the tourist industry, such as tourism meeting planners and tourism influencers. The Justification shall provide sufficient detail to substantiate all entertainment costs, including names and affiliations of those entertained, and AGENCY employees in attendance. Entertainment expenses shall be limited to the following maximum amounts per person per day, as approved in advance by the traveler’s supervisor at AGENCY or his/her designated senior level management employee as set forth in Section I(c).

Breakfast	\$40.00	A maximum Twenty Percent (20%) gratuity may be added to these limits.
Lunch:	\$80.00	
Dinner:	\$120.00	

The above limits are before taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, and beverages served at a reception, photography and special decorations are not included in the aforementioned limitations.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance.

This entertainment policy shall apply to domestic and foreign travel alike.

V. EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard Agency expense report form or the electronic expense system, as updated from time to time. (“Expense Report”). These Expense Reports may be generated by AGENCY electronic travel expense recording systems. The TDC retains the right to reject any Expense Report for failure to sufficiently identify and document expenses or otherwise meet documentation requirements as determined by the Executive Director for the TDC. Each Expense Report shall receive the required Agency Approval as defined herein.

Where Exceptions/Interpretations to this Travel and Entertainment policy are identified, the Agency will provide justification for the use of public dollars to fund these expenses and the TDC executive director or his/her designee will have the authority to review and approve or reject these exceptions.

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DISCOVER THE PALM BEACHES

FY 2026 OBJECTIVES

Marketing

- 1 Consumer and Travel Industry database increases to 510,000 records
- 2 Generate 6,200,000 in Website Users
- 3 Generate 8,500,000 Social Engagements
- 4 Generate 1,350,000,000 Advertising Impressions - a universal performance measurement in advertising
- 5 Generate 300,000,000 Earned Media Impressions - a universal performance measurement in PR

Sales

- 6 Book 230,000 DTPB only room nights (Hotel Meetings Leads)
- 7 Generate 55,000 Group Level Booked Room Nights Convention Center Shared
- 8 Generate 42,000 Group Level Actual FY Room Nights for Convention Center Shared
- 9 Generate 100 participants in Destination Reviews
- 10 Generate 100 Destination Site participants

PERFORMANCE MEASUREMENTS	Actual FY24	Goal FY25	Goal FY26
<u>Marketing</u>			
Consumer & Travel Industry Data Base	469,230	470,000	510,000
Website Users	7,354,072	4,200,000	6,200,000
Social Engagement	11,056,285	7,500,000	8,500,000
Advertising Impressions	2,585,800,281	1,200,000,000	1,350,000,000
Earned Media Impressions	382,743,479	250,000,000	300,000,000
<u>Sales</u>			
DTPB Only Booked Room Nights (Hotel Meetings Leads)	251,248	175,000	230,000
Group Level Booked Room Nights Convention Center Shared**	55,121	52,500	55,000
Group Level Actual FY Room Nights for Convention Center Shared	49,318	40,000	42,000
Generate participants in Destination Reviews	115	95	100
Destination Site Participations	150	105	100

EXHIBIT “I”

Salary Structure

Grade	Positions	Minimum	Midpoint	Maximum
1	President/CEO	\$196,000	\$291,200	\$386,400
2	C-Suite / SVP/VP	\$140,000	\$212,800	\$286,600
3	AVP/SR.DIR/DIRECTOR	\$72,800	\$112,000	\$156,800
4	SR.MGR/MGR/Supervisor	\$61,600	\$89,600	\$123,200
5	Professional	\$50,400	\$72,800	\$95,200
6	Clerical/Other	\$39,200	\$56,000	\$72,800

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EXHIBIT "J"

COMPENSATION POLICY

The salaries provided by the Agency to its employees shall be in conformity with the specific salary ranges set forth in its guidelines, policies, and procedures. Overall annual salary adjustments to employees of the Agency, which are funded from revenues derived from the Tourist Development Tax shall not exceed the amount established for such fiscal year pursuant to the following "pool of funds" approved by the TDC and COUNTY:

1. For employees paid for by TDC funds, show the name, starting date, position, and salary range for the position, and their gross salary as of September 30th immediately preceding the fiscal year and the anticipated date of any merit increase during the fiscal year.
2. Compute the annual percentage increase of each individual's salary as of said Sept. 30th.
3. Compute the number of days from the anticipated date of merit increase until the end of the fiscal year and divide the number of days into 365.
4. Multiply the answer in "3" by the amount in "2".
5. The sum of the amount computed in "4" for each employee shall be the maximum amount that can be used for merit increases during the fiscal year.

Each time an employee is given a merit increase, the Agency shall submit a report to the TDC Executive Director stating the amount of the increase, along with a running total of any and all previous increases, and the net amount available as of the date of the report.

Increases will be based on merit performance only and not cost of living increases. The limitation on merit increases established by this Salary Policy shall not apply to the promotion of an employee to the minimum salary level of a new job category or the reclassification/consolidation of a job description and the attendant salary and/or benefit adjustment associated therewith.

Any additional compensation provided the President shall be paid only from private funds and shall not increase the base salary paid from tourist tax revenues. In the event such compensation is paid, the Agency shall immediately notify the TDC and the County of such payment.

Any salary adjustment for the President shall be effective October 1st of each year. The County Administrator and the TDC Executive Director shall be given an update of all tourist tax funded staff positions along with full disclosure and backup at the end of each fiscal year.

In addition to salaries paid in accordance with this Salary Policy, the Agency may pay additional compensation to certain sales personnel pursuant to a Sales Incentive Program in such form as may be adopted from time to time with notice to the TDC Director and within such dollar amounts as may be provided for such program in the Annual Budget attached hereto as Exhibit "A".

The Agency may establish benefits for Agency employees. These benefits may include but not be limited to:

1. A Retirement Plan. The Agency may establish a qualified defined contribution retirement plan. The Agency's employer contribution rates to a retirement plan shall not exceed the annual contribution rates set by law for Florida Retirement System Employee Membership Classes, or as set by the Internal Revenue Service, whichever is less.
2. A Car Allowance. A car allowance may be provided to certain staff that use their personal vehicle on a regular basis for business purposes. In setting this allowance, the Agency will

evaluate potential travel and set the allowance according to the County auto allowance PPM CW-F-008.

3. A Health Plan. The Agency may establish a health plan that includes medical, dental and vision coverage. As part of said plans the Agency may establish a qualified Health Savings Account (HSA) with funding support by the Agency. Employees to cover the yearly out of pocket deductibles.
4. Other Insurance plans. The Agency may establish other insurance plans for the benefit of employees. These plans may include but not be limited to vision, life, AD&D, and long & short-term disability.

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Table of Organization

Exhibit "K"

3 positions

PRESIDENT

**SENIOR EXECUTIVE
ASSISTANT TO THE
PRESIDENT / CEO**

FY 2026 County Full Time approved 55

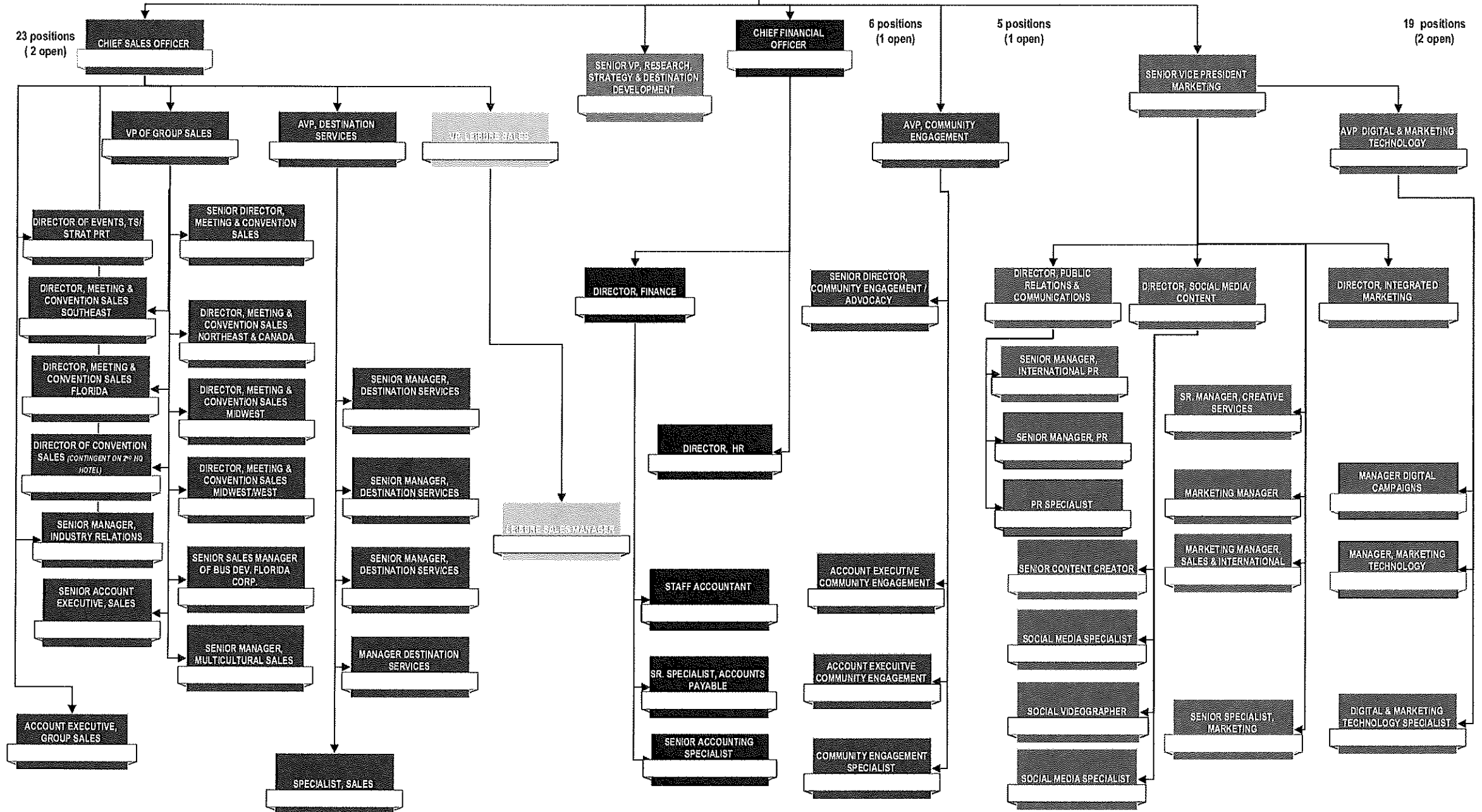
As of 3/17/25

Open/unallocated positions = 7

Active employees = 48

FY26 New Position 1

Total	56
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DISCPAL-01

URIBEA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: ANNIE URIBE		
	PHONE: (561) 296-5966 26059	FAX: (561) 776-0670	
	(A/C, No, Ext): Annrie.Uribe@ioausa.com		
	ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED Discover Palm Beach County, Inc. dba Discover The Palm Beaches 2195 Southern Blvd Suite 400 West Palm Beach, FL 33406	INSURER A:	Southern-Owners Insurance Company	NAIC # 10190
	INSURER B:	Auto-Owners Insurance Company	18988
	INSURER C:	Continental Casualty Company	20443
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS , EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	X	COMMERCIAL GENERAL LIABILITY	X		7270070624	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000		
		CLAIMS-MADE						X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 10,000		
								PERSONAL & ADV INJURY	\$ 1,000,000		
								GENERAL AGGREGATE	\$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	X	POLICY		LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000		
		OTHER:						HNO AUTO	\$ 1,000,000		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
		ANY AUTO						BODILY INJURY (Per person)	\$		
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$		
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
									\$		
									\$		
									\$		
B	X	UMBRELLA LIAB	X	OCCUR	4740089100	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 5,000,000		
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 5,000,000		
		DED	X	RETENTION \$ 10,000					\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A		WC594636760	10/1/2024	10/1/2025	PER STATUTE	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE									E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH)									E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Attn: TDC 2195 Southern Blvd Suite 500 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C. Ray Dorsey III</i>

EXHIBIT "O"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Discover Palm Beach County, Inc.
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

[Signature] Milton Segarra / Pres./CEO
(signature of officer or representative) (printed name and title of officer or representative)

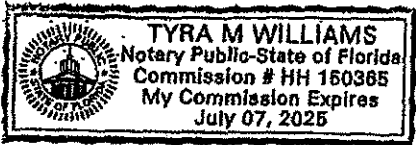
☒ State of Florida, County of Palm Beach
State of , County of

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this 7th day of May, 2025, by Milton Segarra

Personally known ☐ OR produced identification ☒.

Type of identification produced drivers license

[Signature]
NOTARY PUBLIC
My Commission Expires:
State of FL at large



(Notary Seal)