Agenda Item #:e 3CC-4e

#### PALM BEACH COUNTY

#### **BOARD OF COUNTY COMMISSIONERS**

#### AGENDA ITEM SUMMARY

Meeting Date: Octob  Department	er 7, 2025	[X]	Consent Ordinance	[]	Regular Public Hearing
Submitted By:	TOURIST I	DEVELO	OPMENT COUNCIL	<b>'</b>	
Submitted For:	TOURISTI	EVELO	OPMENT COUNCIL	1	

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Retroactive Third Amendment (Amendment) to the Agreement (R2022-1019) with the Palm Beach County Sports Commission, Inc. (Sports), for the provision of services under the County's Tourist Development Plan for a total amount of \$9,319,268 during the period of October 1, 2025 through September 30, 2026.

Summary: The Amendment adds new Article 37 – Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern, and Article 38 – Human Trafficking Affidavit, which includes the Affidavit as Exhibit D. The Amendment also updates Section 7B, Other Policies, deleting Exhibit N and adding to the list of required policies, Exhibit D, Human Trafficking Affidavit, and replaces Section 9, updating the Nondiscrimination provision. The Amendment also updates Fiscal Year 2026: 1) Exhibit A— Annual Budget for an amount not to exceed \$3,328,403 in contractual services, \$1,826,429 in Sports Grants, \$1,250,000 in Special Event Funding, \$518,378 in County Direct, \$150,000 in Special Projects, and \$2,246,058 in reserves, for a total of \$9,319,268; 2) Exhibit C—Travel & Entertainment Policy; 3) Exhibit E—Performance Measures; 4) Exhibit G—Salary Structure; 5) Exhibit H—Organizational Chart; and 6) Exhibit M Certificate of Insurance. The Tourist Development Council Board recommends approval of the third Amendment. Countywide (YBH)

Background and Justification: Under the current Agreement, as amended, Sports develops and implements an Annual Marketing Plan to promote tourism, for which the County provides funding through bed tax dollars. All expenditures by Sports 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 C (Travel & Entertainment Policy), Exhibit D (Florida Statutes 787.06 Affidavit), Exhibit E (Performance Measures), Exhibit G (Salary Structure), Exhibit H (Organizational Chart), and Exhibit M (Certificate of Insurance).

#### Attachment:

1.e Third Amendment with Exhibits A, C, D, E, G, H, and M (2)e

Recommended by:\_\_

Department Director

Date

will

Approved By:

Chief Deputy-County Administrator

#### II. FISCAL IMPACT ANALYSIS

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

Department Director

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

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$9,319,268	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		TBD	TBD	TBD	TBD
	\$9,319,268				
# ADDITIONAL FTE					
POSITIONS (Cumulative)	***************************************				

5111	ONS (Cumulative)
Is t	tem Included in Current Budget?  Yes_X  No  his Item using State funds?  Yes  No_X  es this item include the use of federal funds? Yes  No_X
Bu Rej	dget Account No.: Fund <u>1457</u> Dept 710U nitObject porting Category
В.	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:
	The Nat 9/8/2021 - Mal 9/22/25 089/8 OFMB Contract Dev. and Control 26 9:22:25
В.	Approved as to form and Legal Sufficiency:
	Assistant County Attorney
C.	Approved as to Terms and Conditions:

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

THIS TH	IRD AMENDMENT (Amendment) is made and entered into this
day o	, 2025, to the Agreement dated September 13, 2022 (Agreement)
(R2022-1019), b	and between Palm Beach County, a political subdivision of the State of
Florida, by and the	rough its Board of County Commissioners (COUNTY), and PALM BEACH
COUNTY SPOR	TS COMMISSION, INC. (SPORTS) (collectively, Parties).

#### WITNESSETH:

WHEREAS, the COUNTY and SPORTS entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1356) and August 20, 2024 (R2024-0994), whereby SPORTS 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 SPORTS 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 7.B is deleted in its entirety and replaced as follows:

7.B. Other Policies. SPORTS 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" Travel & Entertainment Policy
- Exhibit "D" Human Trafficking Affidavit
- Exhibit "E" Performance Measures
- Exhibit "F" Salary Policy
- Exhibit "G" Salary Structure
- Exhibit "H" Organizational Chart
- Exhibit "I" Conflict of Interest

Exhibit "J" Car Allowance

• Exhibit "K" Sponsorships

• Exhibit "L" Procurement

• Exhibit "M" Insurance COI

The provision of this Agreement, including the policies set forth in Exhibits listed above shall have control over any provisions of SPORTS'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 SPORTS and approved by the COUNTY.

- 3. Section 9 is deleted in its entirety and replaced as follows:
  - 9. 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 maybe amended, SPORTS 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, SPORTS 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, SPORTS 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 SPORTS retaliate against any person for reporting instances of such discrimination. SPORTS 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. SPORTS 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. SPORTS shall include this language in its subcontracts.

4. Section 37 is added to the Agreement as follows:

- 37. 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, SPORTS 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 38 is added to the Agreement as follows:
  - 38. <u>Human Trafficking Affidavit.</u> SPORTS warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. SPORTS has executed Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
- 6. Exhibits "A, "C", "E', "G", "H", and "M" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "C" (Travel & Entertainment), Exhibit "E" (Performance Measures), Exhibit "G" (Salary Structure), Exhibit "H" (Organizational Chart), and Exhibit "M"(Certificate of Insurance), all attached hereto and made a part 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:  DocuSigned by:  29032078F7F34D7  Doug Mosley, President	PALM BEACH COUNTY SPORTS COMMISSION, INC.  By:  George Linley, Executive Director
Approved as to Terms and Conditions  Docusigned by:  Emanual Pury  187F96C7C13F47E.  Emanuel Perry EP	Approved as to Form and Legal Sufficiency
TDC Executive Director	y Malizaveta B. Herman, Assistant County Attorney

## PALM BEACH COUNTY Palm Beach County Sports Commission Exhibit "A" Annual Budget

Sports Commission FY26 Contract	Actual FY2023	 Actual FY2024	Adopted Budget FY2025	Modified Budget FY2025	Forecast FY2025		Budget FY2026
<b>Total Sports Commission Contract</b>	\$ 1,983,090	\$ 2,622,144	\$ 2,951,324	\$ 2,951,324	\$ 2,951,324	\$ 3	3,328,403
Sports Grants	\$ 966,597	\$ 1,733,720	\$ 1,326,429	\$ 1,326,429	\$ 1,326,429	\$ :	1,826,429
Special Event Funding	\$ 230,000	\$ 135,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ :	1,250,000
Marketing Stimulus	\$ 493,509	\$ -	\$ -	\$ -	\$ -	\$	
County Direct	\$ 209,188	\$ 229,750	\$ 304,572	\$ 304,572	\$ 296,245	\$	518,378
Beach Payback	\$ 163,200	\$ -	\$ -	\$ -	\$ 	\$	
Special Projects	\$ 163,200	\$ -	\$ -	\$ -	\$ -	\$	150,000
Total Sports Commission Expenses	\$ 4,208,784	\$ 4,720,614	\$ 5,332,325	\$ 5,332,325	\$ 5,323,998	\$ 7	7,073,210
Reserves	\$ 4,806,369	\$ 4,999,466	\$ 3,646,707	\$ 4,136,854	\$ 4,591,633	\$ 2	2,246,058
Total Sports Commission Expense Budget	\$ 9,015,153	\$ 9,720,080	\$ 8,979,032	\$ 9,469,179	\$ 9,915,631	\$	9,319,268

# PALM BEACH COUNTY Tourist Development Council Sports Commission Exhibit "A" Continued

		FY 25	FY 25		
		Adopted	Modified		<b>Proposed FY</b>
Personnel	FY 24 Actual	Budget	Budget	FY 25 Forecast	26 Budget
Wages & Salaries					
Employee Benefits	1,038,280	1,114,751	1,114,751		1,181,63
Payroll Taxes	294,007	314,895	314,895		333,70
Total Personnel	75,309	85,418	85,418		90,53
	1,407,596	1,515,064	1,515,064	1,515,064	1,605,87
Marketing & Promotion					
Advertising	140.074	140.000			
Business Development	149,874	140,000	140,000	140,000	150,000
Coop Marketing	418,420	550,000	550,000	550,000	715,000
Digital Media	20,000	35,000	35,000	35,000	37,100
Sales Entertainment	56,399	120,000	120,000	120,000	130,500
Event Hosting	20,293	10,000	10,000	10,000	14,500
Event Servicing	8,000	25,000	25,000	25,000	30,000
Familiarization Tours	113,145	155,000	155,000	155,000	175,000
	8,226	14,000	14,000	14,000	19,500
Membership Dues	7,645	6,000	6,000	6,000	8,000
Promotional Items	9,957	12,000	12,000	12,000	17,817
Registration Fees	9,888	7,000	7,000	7,000	9,800
Trade Show	190,399	40,000	40,000	40,000	42,000
Travel & Per Diem	32,162	30,000	30,000	30,000	32,000
Facility Research		18,000	18,000	18,000	19,000
Website Design		60,000	60,000	60,000	65,000
Total Marketing & Promotion	1,044,408	1,222,000	1,222,000		1,465,21
General & Administrative					
Accounting Fees			608 8 8 8 8 9 1		
Legal Fees	16,500	18,000	18,000	18,000	19,500
Professional Fees - other	2,971	en e	- 10 m		3,000
Temporary Labor	41,277	37,500	37,500	37,500	39,750
Bank Fees	3,000	30,000	30,000	30,000	32,000
Computer Hardware	946	1,500	1,500	1,500	1,600
Computer Software	10,494	2,500	2,500	2,500	11,500
Insurance	456 17 738	2,500 24,000	2,500	2,500	2,70
Mileage Reimbursement	17,728 4,071	24,000 6,500	24,000	24,000 6,500	25,00l
Office Equipment Maintenance	134	650	6,500 650	650	6,70 70
Office Furniture & Equipment	6,473	650	650	650	70. 70
Information Technology	u,+/3	27,000	27,000	27,000	27,50i
Postage	487	1,000	1,000	1,000	1,20
Printing & Copying	-07	5,800	5,800	5,800	8,50
Publications & Subscriptions	23,065	15,000	15,000	15,000	25,550 25,550
Rent - Office Equipment	17,503	14,500	14,500	14,500	18,31
Rent - Facility/Board Meetings	1,995	661	661	661	2,50

PALM BEACH COUNTY

## PALM BEACH COUNTY Tourist Development Council Sports Commission Exhibit "A" Continued

		FY 25 Adopted	FY 25 Modified		
	FY 24 Actual	Budget	Budget	FY 25 Forecast	Proposed FY 26 Budget
Rent - Offsite Storage	8,341	6,500	6,500	6,500	8,650
Staff Development & Education	399	5,800	5,800	5,800	6,000
Office Supplies	4,964	4,800	4,800	4,800	4,950
Internet & TV	2,492	2,400	2,400	2,400	2,500
Website Hosting & Maintenance	6,846	7,000	7,000	7,000	8,500
Total General & Administrative	170,140	214,261	214,261		257,314
Total Contractual Expenses	2,622,144	2,951,325	2,951,325	2,951,325	3,328,403
Tourism Master Plan Initiative (Special Projects)	-				150,000
Total Stimulus	-			-	150,000
County Direct Expenses (Indirect to PBCSC)					
Grants	1,733,720	1,326,429	1,326,429	1,326,429	1,826,429
Special Event Funding	135,000	750,000	750,000	750,000	1,250,000
BOCC Indirect Cost (CAM/Rent)	88,203	95,075	95,075	95,075	146,425
TDC Charge-off	71,437	141,458	141,458	130,353	299,706
Tax Collector Fees	70,110	68,039	68,039	70,817	72,247
Total Indirect Expense	2,098,470	2,381,001	2,381,001	2,372,674	3,594,807
Total Sports Commission Expense	4,720,614	5,332,326	5,332,326	5,323,999	7,073,210
Total Sports Commission Reserve	4,999,466	3,646,707	4,136,854	4,591,633	2,246,058
Total Sports Commission Available Funds	9,720,080	8,979,033	9,469,179	9,915,632	9,319,268

#### EXHIBIT "C"

#### 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 the Palm Beach County Sports Commission, 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").
- **R** 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.

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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. <u>DOMESTIC TRAVEL</u>

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, 1n 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.
- **R** 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
Lunch:	\$80.00	may be added to these limits.
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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#### EXHIBIT D

#### 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 YOW (Consultant) and attest that Consultant does not use coercion section 787.06, Florida Statutes.	1 Blach Churty Stats Commission, Inc. for labor or services as defined in
Under penalty of perjury, I hereby declare and affirm the and correct.	at the above stated facts are true
	rtive Director
(signature of officer or representative) (printed name ar	nd 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 phis, 20 m day of 000 means of physical phis,	presence or  online notarization by GROGE LINEY.
Personally known  OR produced identification	
Type of identification produced <u>ANVEYS TICENSE</u>	***************************************
Man	
NOTARY PUBLIC	TYRA M WILLIAMS
My Commission Expires: State of at large	Notary Public-State of Florida Commission # HH 150365 My Commission Expires July 07, 2025

(Notary Seal)

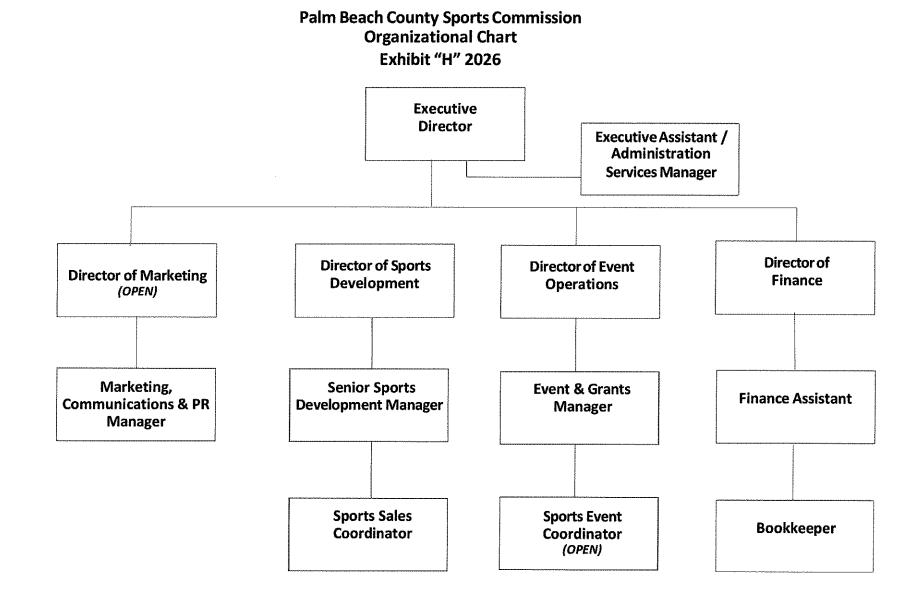
# Palm Beach County Sports Commission Exhibit "E" Performance Measures

Objective STAT	'U Performance Indicator	FY 2024 Actual	FY 2025 Goal	FY 2026 Goal
Generate sports related room nights.	Total Room Nights	338,317	285,000	355,000
Submission of bids/proposals fo tourism events	r Bids Submitted or Assisted	113	128	128
Organize site visits to recruit events/activities to Palm Beach County	Site Visits	54	50	55
Host or supported sports events/activities	Sports Commission Hosted Events	213	183	215
Host events that promote Palm Beach County through national o International television coverage.	Hosted events with a nationally/global	20	20	21
New sporting events - actual room nights	Hosted non-repeat events creating new room nights	85,688	48,000	80,000

### Palm Beach County Sports Commission Exhibit "G"

#### **Salary Structure**

Job Title	Start	Mid-Range	Maximum	
ExecutiveDirector	\$140,000	\$185,000	\$225,000	
Executive Assistant	\$55,000	\$65,000	\$75,000	
Director of Finance	\$125,000	\$155,000	\$185,000	·····
Director of Marketing	\$80,000	\$95,000	\$115,000	
Director of Event Operations	\$85,000	\$95,000	\$125,000	
Events / Grants Manager	\$60,000	\$75,000	\$95,000	
Director of Sports Development	\$90,000	\$125,000	\$145,000	
Sports Development Manager	\$65,000	\$80,000	\$95,000	
Marketing Manager	\$65,000	\$75,000	\$85,000	
Sr Accountant/Finance Assistant	\$60,000	\$70,000	\$80,000	
Bookkeeper	\$45,000	\$55,000	\$65,000	
Sports Sales Manager	\$40,000	\$50,000	\$60,000	
Sport Events Coordinator	\$40,000	\$50,000	\$60,000	





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2024

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		NAME:				
Plastridge Insurance Age 10337 N. Military Trail		(A/C, No, Ext. (561) 630-4955 palmbeachdocs@plastridge.com (A/C, No): (561) 630-4966 Address:				
Palm Beach Gardens, FL 3	33410					
		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: Philadelphia Indemnity Ins Co.	18058			
INSURED		INSURER B : Technology Insurance Company	42376			
	County Sports Commission, Inc.	INSURER C: Federal Insurance Company	20281			
	ern Blvd., Suite 550 leach. FL 33406-2339	INSURER D:				
Westraini	leach, FE 33406-2339	INSURER E:				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT	THE POLICIES OF INSURANCE LISTED BELOW HAV	/E BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY P	ER IOD INDICATED.			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER IOD 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	NSR LTR TYPEOF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY				····		EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	x		PHPK2608784-014	10/1/2024	10/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	5	300,000
							MED EXP (Any one person)	\$	σ
							PERSONAL & ADVINJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	X JECT						PRODUCTS- COMP/OP AGG	\$	3,000,000
	OTHER:							\$	
A	AUTOMOBILE LIABILITY						(Ea accident)	\$	1,000,000
	ANYAUTO	Х		PHPK2608784-014	10/1/2024	10/1/2025	BODILY INJURY (Per person)	\$	
	OWNED AUTOSONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	s	
	X HIRED X NON-OWNED AUTOSONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	X UMBRELLA LIAB X OCCUR			THE TOTAL OF THE	42147222		EACH OCCURRENCE	S	5,000,000
	EXCESS LIAB CLAIMS-MADE	1		PHUB883726-015	10/1/2024	10/1/2025	AGGREGATE	\$	
	DED A ALTERTION						Aggregate	\$	5,000,000
В	MUBRERS CONFESSION AND AND				4-11		STATUTE ER		
	ANY PROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXC UD D? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC4489217	10/1/2024	10/1/2025	E.L. EACH ACCIDENT	\$	500,000
							E.L. DISEASE - EA EMPLOYEE	\$	500,000
							E.L. DISEASE - POLICY LIMIT	\$	500,000
A	Directors & Officers			PHSD1819617-012	10/1/2024		Limit		1,000,000
C	C Crime			82111718	10/1/2024	10/1/2025	Limit		500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, maybe attached if more space is required)
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents". as an additional insured on Commercial General Liability

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CANCELLATION

Palm Beach County Board of County Commissioners FDO, 2633 Vista Parkway, West Palm Beach, FL 33411 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