

**TO: ALL COUNTY PERSONNEL**  
**FROM: VERDENIA C. BAKER**  
**COUNTY ADMINISTRATOR**  
**PREPARED BY: FACILITIES DEVELOPMENT & OPERATIONS**  
**DEPARTMENT (FDO)**  
**SUBJECT: PROCEDURE AND POLICY REGARDING USE**  
**OF THE CONVENTION CENTER FOR COUNTY**  
**EVENTS**  
**PPM# CW-O-089**

---

---

**ISSUE DATE**  
**March 30, 2018**

---

---

**EFFECTIVE DATE**  
**March 30, 2018**

---

---

**PURPOSE:**

To establish the procedures and process for use of the Convention Center for County Events.

**UPDATES:**

Future updates to this PPM are the responsibility of the Director of FDO.

**AUTHORITY:**

- Palm Beach County Administrative Code, Section 307.00, as may be amended;
- Palm Beach County Code of Ordinances, Chapter 2, Article III, Section 2-51(f)(1)(g), as may be amended;
- PPM# CW-L-023 Requirements for the Acquisition, Disposition, Lease and Exchange of Real Property, as may be amended;
- PPM# CW-F-019 Authorized Expenditures for Awards, Refreshments and Commendation Breakfasts, Luncheons or Dinners, as may be amended.

**DEFINITIONS:**

1. **A/V** – is the audio/visual equipment utilized during an event, or services related to the setting up and running of the audio/visual equipment during an event.

2. **BCC Events** - a type of County Event where all seven (7) County Commissioners are expected to be in attendance.
3. **County Event** - a BCC Event, Departmental Event, or a Conference Event that is conducted by a County Department/Office of the Board of County Commissioners (BCC) and primarily benefits the public rather than an individual or private entity, and logically and reasonably advances the mission, duties or functions of the County and/or the Department/Office sponsoring the event. The planning and coordination of each specific County Event shall be undertaken by the Department/Office hosting the event or the Department/Office's contracted event planning professional. Required event information shall include the following: Number of attendees, room-set requirements, number of meeting rooms required, event date, event times, meal preferences and audio visual equipment requirements. County Events are not subject to sales tax.
4. **Departmental Events** - a type of County Event that is undertaken by a Department/Office of the BCC in furtherance of the functions, activities or mission of the Department/Office. An example is the Office of Small Business Assistance holding a matchmaker event or Fire Rescue holding a recognition event for its volunteers.
5. **Conference Event** - a type of County Event where: 1) the participation is expected to generate in excess of 300 room nights, and 2) the County's Representative will be executing the Use Agreement as a County Event.
6. **Food and Beverage Agreement** - a quote for food, beverage and services that is attached to a Use Agreement.
7. **Labor** - shall include 1) set-up labor and striking labor which includes the actual staff costs (including salary and benefits) used to set up an event and to break down the event, clean-up and return the facility to its pre-use set-up and condition, 2) housekeeping, 3) Concierge, 4) parking labor, and 5) other Convention Center staff costs incurred as a result of the event. For example, Labor includes setting up and breaking down of all equipment that is not included in the standard room set up, costs for reconfiguration of the standard room set-up, setting up equipment, Tensa barriers and other labor costs that are not obtained through a third party vendor.
8. **Private Event** - any event that does not meet the definition of a County Event. Use Agreements shall not be used for Private Events. A Convention Center standard rental agreement may be used for a Private Event and may be executed by a person in his/her individual/personal capacity even if the person is an employee of the County.
9. **Third Party Costs** - the costs of any third party service or equipment required for the Event, such as EMT's, security, police, Fire Marshal, table linens, photo copies, trash removal, utility equipment, rigging (ceiling signs, lighting, etc.).

10. **Ticketed Event/Box Office Event** - an event that is not a BCC Event, County Event, Conference Event or Departmental Event and that is offered to the general public and for which tickets are offered at the box office or offered at other general venues.
11. **Use Agreement** - a standard form contract between the Convention Center and the BCC for a County Event. A Use Agreement may or may not have a Food and Beverage Agreement attached. Use Agreements shall not be used for Private Events.

### **POLICY:**

It shall be the policy that all Use Agreements for County Events to be held at the Convention Center must be executed by FDO.

### **EXEMPTIONS:**

This PPM shall not apply to Private Events, Trade Shows, Consumer Shows, Ticketed Events and/or Box Office Events. This PPM also shall not apply to events at the Convention Center where the County is merely a sponsor, with or without monetary or in-kind services being provided.

### **PROCEDURES:**

#### **A. Use Agreements**

1. BCC Department/Office Staff requiring the use the Convention Center for a County Event shall contact the FDO Business and Community Agreement Manager (BCAM) at 561-233-5252 or by email at [PBCFacilityUsePermit@pbcgov.org](mailto:PBCFacilityUsePermit@pbcgov.org). This email shall include the basis for the finding that the request qualifies as a County Event.
2. The BCAM will confirm that the proposed event meets the criteria for a County Event. The decision as to whether a proposed event is a County Event or a Private Event will be made by the Director, FDO upon recommendation of the BCAM. Decisions can be appealed to the Director of Purchasing.
3. After confirmation that the proposed event is a County Event (either a BCC, Departmental or Conference Event), the BCAM will provide the contact information for a Convention Center representative that will assist in coordinating the arrangements for the County Event.
4. When the date, time and details of the County Event have been negotiated between the Department/Office Staff and the Convention Center representative, the Convention Center representative will prepare the Use Agreement and send it to

the BCAM for processing. The Department/Office shall provide the BCAM an account number to which the costs of the Event will be charged. Without an account number, the Use Agreement cannot be executed. In addition, if the account number used ends in 4801 or 4802, the Department/Office shall comply with the requirements of PPM CW-F-019 by providing the necessary justification documentation for any event where the cost of the food/beverage exceeds the maximum meal reimbursement amount.

5. The preliminary invoice exhibit(s) will reflect an estimate of the costs of the Event based on anticipated number of attendees, set up requirements, equipment, A/V selections, and other event requirements as reflected on the invoice exhibit(s). The Director of FDO may execute a Use Agreement with or without a preliminary invoice exhibit for the purpose of reserving the date, time and venue.
6. No later than five (5) working days prior to the County Event, the Department/Office will finalize all details of the County Event, including: 1) guarantee on number of attendees (if applicable), 2) room size, 3) room set up (e.g., classroom or theater seating), 4) service or equipment requests (e.g., A/V, podiums, tables, etc.), 5) additions or changes to catering order, and 6) other changes approved by Department/Staff. At that time, the Director of FDO will add or substitute the applicable revised invoice exhibit(s) to the Use Agreement. The revised invoice exhibit may include a change in fee type from “Labor” to “room use” depending on which is least, after considering the final event arrangements.
7. Following the Event the Final Invoice will be sent to the BCAM to confirm approval with the Department/Office and process for payment.
8. Use Agreements shall only be executed by the Director of FDO.

**B. Costs of Use**

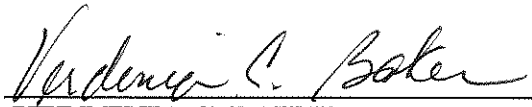
1. BCC Events
  - a. Food and beverage menu prices will be discounted by 30%.
  - b. No management fee is applied for food and beverage orders. Food and beverage service labor fees will apply.
  - c. A/V fees apply at regular retail pricing or the BCC Department/Office staff can provide its own A/V, or arrange for either Channel 20 or ESS to provide A/V services.

- d. No rental or use charge will be applicable to additional in-house available equipment provided by the Convention Center. Labor fees for equipment set-up and breakdown may apply.
- e. Third Party Costs, including the costs of additional equipment, linens, or services will apply at actual cost.
- f. Solid Waste Authority costs will apply for extra containers or off-schedule pick-up if required (multiple boxes involved in set-up, etc.).
- g. Self-parking fees will not be assessed to attendees. Parking Staff labor fees will apply.
- h. Insurance charges do not apply. BCC will be self-insured.
- i. There are no utility (e.g., water, electric) charges. Additional fees may apply for extended utility use and equipment for additional services other than a 20 amp provision.

2. Departmental Events

- a. Food and beverage menu prices will be discounted by 30%.
- b. Current management fee or 22%, whichever is less, applies to all food and beverage orders.
- c. A/V fees apply at regular retail pricing or BCC Department/Office staff can bring its own A/V, or arrange for either Channel 20 or ESS to provide A/V services.
- d. Either Labor fees or standard room rental fees apply, whichever is less.
- e. No rental or use charge will be applicable to additional equipment provided by the Convention Center.
- f. Third Party Costs including the costs of additional equipment, linens, or services will apply.
- g. Solid Waste Authority costs will apply for extra containers or off-schedule pick-up if required (multiple boxes involved in set-up, etc.).
- h. Self-parking fees will not be assessed to attendees. Parking Staff labor fees will apply.
- i. Insurance charge of \$.50 per attendee applies.
- j. There are no utility (e.g., electric, water) charges. Additional fees may apply for extended utility use and equipment for additional services other than a 20 amp provision.

3. Conference Events shall be negotiated as a private event.



**VERDENIA C. BAKER**  
**COUNTY ADMINISTRATOR**

Supersession History

PPM#CW-O-089, issued May 6, 2016