

300-2

Agenda Item #: _____

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/13/2011 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: DISCOVER PALM BEACH COUNTY, INC.

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An amended and restated Agreement (R2007-1623) with Discover Palm Beach County, Inc. d.b.a. Palm Beach County Convention & Visitors Bureau ("CVB") marketing contract for the provision of services under the County's Tourist Development Plan during the period of October 1 2011 thru September 30, 2012 in the amount of \$8,641,383.

Summary: The amended and restated agreement updates for the Fiscal Year 2012 Exhibit "A" – Annual Budget; Exhibit "H" – Performance Measures. Exhibit "E" - Procurement policy adds Tourist Development Council (TDC) Board member to selection committee for purchases over \$50,000, Exhibit "J" – Compensation Policy is amended requiring TDC and Palm Beach County (PBC) approval on salary increases, percentage change for retirement plan, car allowance in conformance with the County PPM; Exhibit "G" – Travel & Entertainment Policy approval for air travel and entertainment expenses by the CVB President/CEO or designee senior level staff; adding the PBC Code of Ethics provision into the body of the contract. Contract changes have been reviewed and approved by the TDC. In addition, administrative cost, reserves, and other costs totaling \$1,940,781 are included for a total budget of \$10,582,164. This will be the fifth year of the five year agreement. (TDC) Countywide.(DW)

Background and Justification: Under the current Agreement, the CVB develops and implements the Annual Tourism Marketing Plan for the County. All expenditures by the CVB under the Contract must be in accordance with an Operating Budget included as Exhibit "A" to the Contract, from funds appropriated annually by the County. The amended and restated agreement adopts a new Exhibit "A", as well as a new Exhibit "H" "Performance Measures", to apply during Fiscal Year 2012. Exhibit "E" adds TDC Board member to the selection committee on purchases over \$50, 000. Updates Exhibit "J" requiring TDC and County approval on salary increases, percentage change in CVB's contribution to the retirement plan from ten percent to seven percent, and provides that the car allowance is in conformance with County policy and procedures. Exhibit "G" adjusts tips from twenty dollars to ten dollars without receipt, approval of air travel and entertainment expenses by the CVB President /CEO or designee senior level staff. The contract is updated to include the PBC Code of Ethics provision.

Attachments: Amended and Restated Agreement with Exhibits

Recommended by: [Signature] 9/11/11 Date
Department Director

Approved By: [Signature] 9/9/11 Date
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$8,641,383	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$8,641,383</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>	<u><u>tbd</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0----	0----	0----	0-----

Is Item Included In Proposed Budget? Yes X No.

Budget Account No.: Fund 1454 Dept 710 U nit 7420 Object 3401
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Discover receives 52.47% of the 2nd, 3rd, and 5th cent of the local option bed tax.

C. Department Fiscal Review:

[Handwritten Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<i>WS</i> 8/29/11	<i>8/30/11</i>	<i>[Signature]</i> OFMB	<i>[Signature]</i> Contract Dev. and Control 9-7-11
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B. Approved as to form and Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

AMENDED AND RESTATED AGREEMENT

between

PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

on behalf of the

TOURIST DEVELOPMENT COUNCIL

and

DISCOVER PALM BEACH COUNTY, INC.

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AMENDED AND RESTATED AGREEMENT WITH DISCOVER PALM BEACH COUNTY, INC.

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") to that Agreement dated September 25, 2007, is made and entered into effective this _____ day of _____, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as the "COUNTY") and Discover Palm Beach County, Inc., a Florida not-for-profit corporation, whose Federal I.D. number is 59-232-1112, (hereinafter referred to as the "Bureau").

WHEREAS, pursuant to the Local Option Tourist Development Act, the COUNTY has by Ordinance No. 95-30, as amended, established the Palm Beach County Tourist Development Council (hereinafter referred to as the "TDC"); has levied and imposed a tourist development tax; and has established a Tourist Development Plan for use of the funds derived from the tax; and

WHEREAS, the Tourist Development Plan currently provides that a percentage of the funds derived from such tax designated as "Category A" shall be used to promote, advertise and optimize Palm Beach County tourism in the State of Florida, and nationally and internationally; and

WHEREAS, on September 25, 2007, the parties entered into a five-year agreement ("Original Agreement") whereby the Bureau, as an independent contractor, furnished the professional services necessary to assist the COUNTY in carrying out projects of the Tourist Development Plan; and

WHEREAS, this is the fifth (5th) year of the five year agreement that expires on September 30, 2012; and

WHEREAS, the parties now wish to make certain revisions to the "Original Agreement" including the provision of a new budget for FY'12 in an Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. Functions and Services. The Bureau shall provide Destination Marketing and Tourism Development Services for national and international markets on behalf of the COUNTY by

performing the following functions and services, all being subject to the overall direction and guidance of the TDC, through the Executive Director of the TDC:

A. Annual Marketing Plan. The Bureau shall develop and implement an Annual Marketing and Business Plan with a supportive budget, (hereinafter referred to as the "Annual Marketing Plan") for accomplishing the purposes of Category "A" of the Tourist Development Plan. Such a plan will include the full range of services typical of a professional destination marketing organization and in accordance with DMAI (Destination Marketing Association International) guidelines. In addition the Bureau shall to the extent possible establish cooperative ventures with other TDC-funded entities. The Bureau will submit an Annual Marketing Plan to the TDC's Executive Director and the County Administrator or his/her designee for review, modification and adoption by the TDC in conformance with COUNTY's annual budget approval process. Such Plan may be amended from time to time with the approval in the same manner as its adoption and in accordance with the approved Annual Budget.

B. Marketing and Business Plan. The Annual Marketing and Business Plan components must contain information for promoting the awareness of all tourism regions, including the North, South, and Central areas of Palm Beach County and the region bordering Lake Okeechobee ("Glades Region") and products throughout Palm Beach County and the Palm Beach County Convention Center in markets within and outside the United States. It shall include, but not be limited to, the following components.

1. Development and implementation of a Creative Advertising, Promotion and Media Plan. This plan will include, but not be limited to, traditional print and online media.
2. Development and implementation of a Fulfillment Plan and Visitor Services

strategy.

3. Design and production of state-of-the-art Web Resources and Collateral Materials.
4. Development and implementation of Public Relations/Communications Plan.
5. Development of packaged travel and online travel related services.
6. Attendance and representation at Consumer and Trade Shows.
7. Promotion and coordination of Destination Reviews and site visits.
8. Staffing and coordination of Sales Missions in targeted key markets.
9. Administration of grants and sponsorships for cooperative marketing activities, special and group events.
10. Production and distribution of promotional items.
11. Development and implementation of a Groups and Conventions Sales & Marketing Plan. This Plan will include, but will not be limited to, working with the Palm Beach County Convention Center in booking "long-term" events more than eighteen (18) months in advance for which the Bureau will handle center space and room block coordination efforts as more specifically set forth in Exhibit "F", Convention Center Booking Policy.
12. Management of a business intelligence and research effort that promotes best use of resources and brand development strategies for the County's Tourism product.

C. In Kind Goods & Services/Cooperative Marketing Programs. The Bureau shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement and for the benefit of the COUNTY's Tourist Development Plan, private contributions of funds, goods and services, including, but not limited to, the provision or furnishing of meals, receptions, transportation, lodging, admissions, promotional materials, amenities, give-aways and beverages. Such private sector contributions will largely depend on comprehensive membership and community relations strategies which are considered fundamental and necessary to the execution of the Bureau's contractual obligations and the County's tourism industry success.

D. Human Resources.

President & CEO. The Bureau's Board of Directors shall hire and evaluate a President & Chief Executive Officer (CEO) who shall have day to day responsibility for the performance and execution of the Bureau's mission and contract compliance. The TDC Executive Director and County Administrator or his/her designee shall participate in the selection process for the President & CEO as voting members of any committee/task force appointed for such purposes. The President & CEO shall fully cooperate with and work with the Executive Director of the TDC to insure that the activities of the Bureau and the contractors provided for herein are in conformance with the Annual Marketing Plan. The activities of the President & CEO shall be of a daily operational, marketing brand and product development nature while the activities of the Executive Director (on behalf of the County) shall focus on, but may not be limited to, contract compliance and managerial, administrative and policy-oriented duties and responsibilities. The Bureau will keep the Executive Director informed as to the activities of the Bureau.. The Executive Director may serve as an ex officio member of all committees and subcommittees of the Bureau. The Chair of the Bureau's Board of Directors or his/ her Board designee will report the results of the annual performance and salary review of the President & CEO to the TDC no later than sixty (60) days after the end of the corresponding COUNTY fiscal year. The car allowance provided to the President of the Bureau which is funded from revenues derived from the Tourist Development Tax shall be in conformity with the COUNTY's policy on car allowances for County department heads.

Bureau Staff. The President & CEO of the Bureau shall employ, subject to the availability of funds allocated for such purpose as contained within its Annual Budget, sufficient staff and support personnel to perform and properly execute the Annual Marketing Plan. The Bureau shall make good-faith efforts to attract the best available employees by advertising in appropriate publications. The Bureau may use the services

of an outside search firm to assist in the selection of employees at the level of director or higher. Any new full-time equivalent position during the term of this Agreement shall be approved by the TDC; provided, however, the Bureau may reclassify or consolidate positions upon approval of the Executive Director of the TDC. The payment of Bureau Personnel will be in line with industry practices in similar Destination Marketing Organizations and regional hotel sales and marketing entities and as set forth in the Salary Ranges set forth in Exhibit "I" and in accordance with the Compensation Policy set forth in Exhibit "J". The Salary Ranges, Compensation Policy and the Bureau's Organizational Chart (Exhibit "K") as set forth in Exhibits "I " through "K " shall remain in full force and effect until the County's budget process at which time the Salary Ranges, Compensation Policy and Organizational Chart shall be established as part of the Bureau's policies and procedures after approval by the TDC and the County Administrator or his/her designee. Any changes to the Salary Ranges, Compensation Policy or Organizational Chart during the year shall be made only upon approval of the Executive Director of the TDC and the County Administrator or his/her designee. The Bureau may provide its employees a qualified defined contribution retirement plan. Contributions to such plan shall not exceed seven percent (7%) of the employees' actual salaries. The Bureau shall incorporate the provisions of such plan into the policies and procedures of the Bureau, and shall notify and receive approval of the TDC of any proposed revision to the plan prior to implementation. The Bureau personnel shall be located in the office space or remote locations as approved by the COUNTY.

E. Product Development. The Bureau shall assist and encourage Countywide product development such as new hotels, attractions and infrastructure improvements in conjunction with the Executive Director of the TDC, County Economic Development and City/Town CRA's (Community Redevelopment Agencies), Chambers of Commerce or any other such entities in order to increase the County's competitiveness as a travel destination. Such assistance may include the development of collateral materials and

coordination of meetings with County & City/Town entities among others. However if requested by BCC, County or TDC, the Bureau shall assist for specified activities.

F. Airlift Development. The Bureau shall carry out an airlift development strategy in collaboration with the County's Department of Airports/PBIA, subject to the continued funding support from PBIA. Such strategy may include domestic and international airline service whether scheduled or charter that will enhance visitation to the area.

G. Other Duties. The Bureau shall perform such additional related duties and services as may be required from time to time by the COUNTY. Such duties shall include the operation and maintenance of a computer network for the CVB, the TDC and participating entities funded by the COUNTY's Tourist Development Tax, on terms consistent with this Agreement and in accordance with the budget for each such entity as approved by the TDC. Such services will not detract from the Bureau's core mission to enhance the Brand of Palm Beach County and increase visitors from all key markets. The Bureau may charge a prorated fee to such entities for this service. Revenues from such services shall be in compliance with the Bureau's financial policies on the treatment of the Bureau's operating account.

2. Selection and Termination of Contractors. The services described in paragraph 1 may be provided by independent/professional services contractors under contract with the Bureau in accordance with the Annual Marketing Plan and the Annual Budget of the Bureau. The terms of any such contracts shall not extend beyond the expiration or earlier termination of this Agreement or any renewal thereof, and all such contracts shall expressly provide such limitation. No such contract or agreement shall obligate the COUNTY in any manner to any third party.

All contractors shall be solicited and selected in accordance with procedures for the procurement of goods and services attached hereto as Exhibit "E" and as listed in the Bureau's financial policies and procedures manual with procedures for maximization of participation

of small business enterprises as specified in this Agreement. Any personnel or entities with which the Bureau enters into contracts for services shall be specifically experienced in, and qualified for the provision of such services. The Bureau shall monitor and evaluate the performance of all such contractors. The Bureau shall insure that all parties to such contracts document and/or report on the duties performed and services provided. The Bureau shall provide to the TDC, at the TDC's request, a summary report of the results of such monitoring and evaluation, and shall take reasonable measures to assure the continued satisfactory performance of all contractors. The Bureau shall consult with the Executive Director of the TDC before such contract is terminated.

3. Compensation and Method of Payment. Costs incurred by the Bureau in performing the duties and providing the goods and services described in the Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "A" of the Tourist Development Plan. Payments to the Bureau shall be consistent with the Annual Marketing Plan, as approved by the Bureau's Board of Directors and adopted by the TDC and the Annual Budget adopted by the COUNTY, and shall be made only for expenditures which are specifically authorized by the COUNTY. The Bureau's Annual Budget as set forth in the attached Exhibit "A," shall constitute, as between the COUNTY and the Bureau, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.

Payments by the COUNTY shall be made to the Bureau in accordance with the fiscal procedures of the COUNTY as payment for authorized expenditures or provision of goods or services, following the Bureau's determination that the goods and services have been properly provided, and upon submission of invoices by the Bureau to the Executive Director of the TDC or the County Administrator or his/her designee, and a determination by the Executive Director of the TDC or the County Administrator or his/her designee that the invoiced payments are authorized as defined above, that the goods or services covered by such invoice have been provided or performed in accordance with such authorization, and that there has been no offset or reduction of the claimed expense by non- public funding or

contribution of goods and/or services.

Each invoice submitted by the Bureau shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced. The Bureau shall certify in writing any subcontractors, subconsultants and suppliers that have not been paid for invoiced work and materials from previous progress payment reports received by the Bureau prior to receipt of any further progress payments. During this Agreement and upon completion of this Agreement, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way shall create any contractual relationship between any subcontractor, subconsultant or supplier or any liability on the COUNTY for the Bureau's failure to make timely payments to the subcontractor, subconsultant or supplier.

It is mutually agreed that the Bureau shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to the Bureau on a continual basis amounts properly payable under this Agreement and supported by receipted invoices submitted by the Bureau. Any travel and entertainment expenses incurred by the Bureau may be reimbursed to the Bureau by the COUNTY only upon the express written approval of the Executive Director of the TDC or his/her designee and within the limitations imposed by law upon the COUNTY. Moreover, COUNTY shall not reimburse the Bureau unless and until the Clerk and Comptroller's Office pre-audits payment invoices in accordance with law, and subject to the conditions, if any, attached to said approval. Where the Bureau is able to establish that payment of expenditures in advance will provide a cost savings, the Bureau shall be paid in advance.

The Bureau shall be paid for its actual costs not to exceed the total amount for the various items, and up to the maximum amounts budgeted therefore, as set forth in the Bureau's Annual Budget, included in the attached Exhibit "A". The amounts applicable to the various line items of Exhibit "A" can, subject to the maximum total amount, be increased or decreased by up to ten percent (10%) at the discretion of the Bureau; adjustment in excess

of ten percent (10%) of any line item must be authorized by the TDC and the County Administrator or his/her designee.

In the event the Bureau encounters unanticipated necessary expenses in performing services to be provided by the Bureau under this Agreement, the Bureau may request said expenses to be included on an amended Exhibit "A" for reimbursement by COUNTY from available tourist tax revenues and COUNTY shall consider, but shall not be obligated to grant, said request.

4. Reserved

5. Reporting. The Bureau shall provide certain reports to the TDC, through the TDC's Executive Director, on a regular basis. These reports shall consist of (1) monthly reports which shall consist of a summary of the duties and services which have been performed pursuant to this Agreement; (2) semi-annual reports relating to Performance Measures as specified in paragraph 6.B and semi-annual reports relating to the Bureau's Conflict of Interest policy in a form and as detailed as required by the TDC; and (3) any other reports as may be requested by the TDC's Executive Director that relate to the duties and responsibilities of the Bureau under this Agreement.

6. Policies and Procedures; Performance Criteria.

A. Policies and Procedures. The Bureau shall develop guidelines, policies and procedures which, upon approval by the TDC/COUNTY, shall further govern the Bureau in its performance of the duties and services contemplated by this Agreement. The guidelines, policies and procedures shall be reviewed at least annually to determine if they are appropriate and accomplishing their intended purposes. Revisions may be made when deemed necessary by the parties. The Bureau shall in the performance of its duties provided for in this Agreement, adhere to and act in conformity with the policies set forth in the following attachments:

Exhibit "A"-Budget
Exhibit "B" - Moving Expense Reimbursement Policy
Exhibit "C" - Conflicts of Interest Policy
Exhibit "D" - Reserved

Exhibit "E" - Procurement Policy
Exhibit "F"- Convention Center Booking Policy
Exhibit "G" - Travel and Entertainment Policy
Exhibit "H" - Performance Measures-
Exhibit "I"- Salary Ranges
Exhibit "J"- Compensation Policy
Exhibit "K" - Organizational Chart
Certificate of Insurance

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

B. Annual Review: Performance Measures. The Executive Director of the TDC will prepare and submit to the TDC and Chair of the Bureau's Board an annual evaluation of the Bureau's performance of its duties under this agreement. Such evaluation will be discussed with the Executive Committee of the Bureau's Board and its President & CEO prior to submission to the TDC. In the performance of its duties under this Agreement, the Bureau agrees to make good faith efforts to achieve the performance measures established at the beginning of the fiscal year, in keeping with industry standards. Such performance measures are attached hereto and incorporated herein as Exhibit "H". Such exhibit shall be updated annually as part of the annual Marketing Plan approved by the TDC under paragraph 1-A.

C. Contracts: Independent Contractor. All contracts for professional and consulting services entered into by the Bureau under this Agreement shall be in writing and shall state that the Bureau is an independent service contractor of COUNTY and does not have the authority to enter into any contract on COUNTY's behalf or to bind COUNTY to any such contract and shall further state, unless consented to by COUNTY, that COUNTY shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by COUNTY of any benefits thereunder.

D. Approvals by County. Any approvals, adoptions, consents or acceptances of COUNTY required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County, unless otherwise provided herein, and shall as a condition precedent to said approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County require action and endorsement by the TDC in accordance with Ordinance No. 95-30, as amended, (as set forth in Palm Beach County Code Chapter 17, Article III) and Resolution R-83-944, as it may be amended from time to time. The Executive Director of the TDC shall place all items to be considered by the TDC on the meeting agenda thereof and shall make his/her recommendation to the TDC on any item.

E. Property Control. All furniture or equipment acquired by or for the use of the Bureau which was or will be paid for by or reimbursed from Tourist Development Tax funds shall be purchased in accordance with the COUNTY's purchasing procedures and guidelines and shall be subject to the tagging and inventory requirements of Chapter 274, Florida Statutes, and applicable property control procedures of the COUNTY. Said furniture and equipment shall be and remain the property of COUNTY. The Bureau shall use the furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear excepted.

F. Financial Procedures: Accounting and Use of Non-Public Funds. The Bureau's policies and procedures shall make provision for one or more separate accounts for receipt of non-public revenues received by the Bureau such as membership dues, referral fees, participation fees, event fees and any other non-public funds (NPF) and contributions which may be used for the payment from such expenses of the Bureau that are not reimbursed pursuant to paragraph 3 of this Agreement regarding compensation and method of payment. Private (NPF) contributions may augment Category "A" funds, reduce and/or offset requests for County payment or reimbursement or be used to pay for expenses which are not eligible for Tourist Development Tax revenues. The Bureau shall incur and pay only such expenses as are lawful, ordinary and

necessary administrative and operating expenses incurred in connection with the marketing and promotion of Palm Beach County tourism, including, when applicable, marketing of the Palm Beach County Convention Center and long-term sales of the Center as described herein.

The Bureau has established a written policy which sets forth financial procedures for the handling and management of "Non-Public Funds". The Bureau has submitted such policy to the Executive Director of the TDC and the County Administrator and/or his/her designee, for review and approval. The Bureau shall comply with such policy and shall review and provide proposed updates to the policy to the TDC and/or County Administrator or his/her designee annually.

G. Audit/Role of Audit & Finance/Budget Standing Committees. The Bureau shall maintain the following committees, as established in its bylaws and shall carry out the following functions:

The Audit Committee shall ensure that the Bureau has an independent audit of its financial statements conducted annually by a qualified independent auditor/firm in accordance with generally accepted accounting principles, shall recommend the independent auditor/firm for full Bureau Board approval, shall receive the audit report and any other reports relating to the audit or to the assets and collection management practices of the Bureau, and shall periodically report the auditor's findings and recommendations to the Bureau's Board of Directors. The auditor and the Chair of the Bureau's Board or his/her Board designee shall present the audit including the management letter to the TDC's Finance Committee. Upon review by the Finance Committee and the County's Internal Auditor, the Audit shall be presented to the Tourist Development Council. In the event the Finance Committee determines that any matters relating to its review of the Audit require consideration by the TDC, the Bureau's auditor and Board Chair or his/her designee shall be required to attend the TDC meeting at which the Audit will be considered.

The Bureau will re-bid and replace its private auditors at least every five (5) years. The initial contract shall be for a term of three (3) years with two one (1) year renewals at the option of the Bureau.

The Finance/Budget Committee shall coordinate the Board's financial oversight responsibilities by recommending policy to the Bureau's Board, interpreting it for the staff, and monitoring its implementation. The Finance/Budget Committee shall monitor the Corporation's financial records; review and oversee the creating of accurate, timely, and meaningful financial statements to be presented to the Board; review the annual budget and recommend it to the full Board for approval; monitor budget implementation and financial procedures; review internal financial controls; monitor budget assets; monitor compliance with federal, state, and other reporting requirements; review the organization's insurance coverage; and help the full Board understand the organization's finances. The Bureau shall provide a copy of the audit along with the accompanying management letter to the TDC. The report of the audit shall be available for inspection pursuant to paragraph 12 of this agreement.

H. Legal Counsel. The contract of the Bureau's legal counsel shall be rebid at least every five (5) years; however the Bureau will not be required to hire different counsel at the time of rebid. The contract with the lawyer or legal firm shall consist of an initial term of three (3) years with two one (1) year options on the part of the Bureau for two one (1) year extensions.

I. Certifications. The Bureau shall maintain its certification by Destination Marketing Association International. The Bureau will maintain and inform the Executive Director of the TDC of the accreditation renewal schedule and the requirements of the renewal six months prior to its occurrence.

7. Independent Contractor. The Bureau is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an agent or servant of the COUNTY. The officers, employees, servants and agents of the Bureau shall not be considered to be officers, employees, servants or agents of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Bureau's sole direction, supervision and control. The Bureau shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bureau's

relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, agents or servants of Palm Beach County.

8. Non-Discrimination. During the performance of this Agreement, the Bureau agrees as follows:

A. The Bureau will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, national origin, sex, age, handicap, ancestry, disability, familial status, sexual orientation, gender identity and expression, or marital status, with respect to, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Bureau will provide to the TDC an annual report which will then be submitted to COUNTY's Board of County Commissioners at its request on the ethnic/racial composition of the Bureau's staff. Such report shall be based upon a survey in which each employee's participation is voluntary, and shall include the categories of white, black, Asian, Hispanic, Native American, and "other".

C. The Bureau will not discriminate against any subcontractor, potential contractor or participant hereunder, upon any of the above prohibited grounds.

9. Non-Competition. The Bureau shall not provide services or perform duties of a nature substantially similar to those contained in this Agreement regarding any resort area or tourist attraction on behalf of any association, corporation, person, group, or public or private agency or any other legal entity, other than Palm Beach County except that the Bureau may enter into strategic alliances with other Bureaus and entities in the region with the goal of attracting regional events, group bookings or international airline service, among others. Alliances with other bureaus relative to Convention Sales and other cross promotional programs shall also be exempt from this provision.

10. Certification of Conduct. The Bureau hereby certifies that it will not attempt in any manner to improperly influence any specifications, or be unlawfully

restrictive regarding any purchase of services or commodities by the COUNTY.

11. Certificate of Authority and No Conflict. The Bureau hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY, and that it is not and will not be violating either directly or indirectly any conflict of interest statute or any other applicable statute by the performance of this Agreement.

12. Availability of Records.

A. The Bureau shall maintain and preserve records, books, documents, papers, and financial information pertaining to work performed under this Agreement. The Bureau agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of the Bureau. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

B. The parties expressly agree that any and all records of the Bureau relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Florida Statutes, and provided such records are not otherwise exempt from disclosure under Chapter 119 or any other applicable provision of law.

C. During the term of this Agreement, the COUNTY is hereby granted the power to designate any or all records of the Bureau as public records under Chapter 119, Florida Statutes, by resolution of the Board of County Commissioners, making such designation, regardless of whether said records are presently deemed public records by law.

13. Findings Proprietary. Any reports, information or data given to, prepared or assembled for or by the Bureau under this Agreement which the COUNTY requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of the COUNTY, unless otherwise required by law. No

material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by the COUNTY or by the Bureau under conditions specified herein. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared under this Agreement.

14. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property created by or on behalf of the Bureau or the COUNTY under this Agreement or otherwise under Category "A" of the COUNTY's Tourist Development Plan shall be the property of the COUNTY, and the Bureau hereby assigns to the COUNTY any and all rights the Bureau has or may acquire in such intellectual property, including, but not limited to, the trade name "Palm Beach County Convention and Visitors Bureau". The COUNTY hereby grants an exclusive license to the Bureau for the use of such intellectual property during the term of this Agreement for the purpose of carrying out the Bureau's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including required approvals by the COUNTY, and provided further, that any and all revenues derived from such use by the Bureau shall be applied solely to the performance enhancement of the Bureau's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by the Bureau to the COUNTY. The Bureau shall take no action inconsistent with the COUNTY's rights in such intellectual property, and will take reasonable actions, including registration or assignment of trademarks and trade names, as necessary and appropriate to protect the COUNTY's rights in such property. The Bureau is authorized and directed to include the COUNTY's name and logo and the names of the current members of the COUNTY's Board of County Commissioners in any publications of the Bureau primarily intended for local "in county" distribution.

15. Prohibition of Assignment. The Bureau shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written

consent of the COUNTY.

16. Conflict of Interest. Neither the Bureau, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations or the performance of services provided for in this Agreement. In addition, the Bureau's bylaws or policies and procedures shall incorporate the Conflicts of Interest Policy attached hereto as Exhibit "C". The Bureau shall act in compliance with and enforce such policy.

17. Authority to Practice. The Bureau hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY upon request. In addition, Bureau shall at all times, conduct its business activities in a responsible manner and in compliance with any and all applicable ordinances, statutes, laws or regulations.

18. Insurance. The Bureau shall maintain the types of insurance required in this paragraph and has been approved by the COUNTY in order to execute its role under this contract.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bureau shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall name the COUNTY as an additional insured, and shall clearly indicate that the Bureau has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and to the extent allowable by the insurer that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the Bureau of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. The Bureau shall maintain during the life of this Agreement and any renewal thereof, comprehensive

general liability insurance, including contractual liability insurance, in an amount no less than One Million Dollars (\$1,000,000) per occurrence to protect the Bureau from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the Bureau or by anyone directly employed by or contracting with the Bureau.

C. Comprehensive Automobile Liability Insurance. The Bureau shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability to protect the Bureau from claims for damages for bodily and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by the Bureau or by anyone directly or indirectly employed by the Bureau.

D. Workers' Compensation Insurance. The Bureau shall maintain during the life of this Agreement, or any renewal thereof, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Chapter 440, Florida Statutes.

E. Fidelity Bond. The Bureau shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of One Million Dollars (\$1,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies or finances; provided, however, the County Administrator or his/her designee may authorize a bond in such lesser amount (but in no event less than Three Hundred Thousand Dollars (\$300,000)) as may be available in the marketplace after diligent effort; and provided further, however, that in such case the Bureau will reapply for coverage in an amount not less than One Million Dollars (\$1,000,000) within one hundred and twenty (120) days from the effective date of this Amended and Restated

Agreement. Such bond shall include or be endorsed to cover "third party" liability and include a third party beneficiary endorsement in favor of the County.

F. Directors and Officers Insurance. The Bureau shall maintain during the life of this Agreement Directors and Officers Insurance in the amount of One Million Dollars (\$1,000,000).

19. Indemnification. The Bureau shall indemnify, save and hold harmless the COUNTY, its officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any intentional or negligent act or omission of the Bureau, its officers, directors, employees, and agents in the performance of services under this Agreement. The Bureau further agrees to indemnify, save, hold harmless and defend the COUNTY, its officers, employees, and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Bureau, for which the COUNTY, its officers, employees, and agents are alleged to be liable.

20. Term of Agreement. Except as provided herein to the contrary, this Agreement shall be in effect until September 30, 2012. This Agreement may be modified only upon mutual agreement in writing.

21. Termination. The COUNTY or the Bureau may terminate this Agreement at any time without cause by giving the other one hundred eighty (180) days advance written notice of such termination and specifying the effective date thereof. If the Bureau or the COUNTY, at any time during this Agreement, or any renewal thereof, should be in default (i.e. a material breach) of any term, provision or covenant of this Agreement, and shall fail to remedy such default within thirty (30) days after written notice from the other then, if such default is not cured, the non-defaulting party may at its option terminate this Agreement by giving the other written notice of its election to terminate this Agreement at least ten (10) days prior to the date of said termination. In the event the Board of County Commissioners shall decide to terminate this

Agreement without cause, the Bureau shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement to present its position and obtain clarification as to the reasons for such termination.

22. Ordinance Amendment. Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Palm Beach County Tourist Development Ordinance No. 95-30, as amended, (Palm Beach County Code Chapter 17, Article III), as the COUNTY may from time to time deem appropriate.

23. Performance and Obligation to Pay. The Bureau's performance and the COUNTY's performance and obligation to pay under this Agreement are contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of the Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category "A" uses and an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "A".

24. Amendment. This Agreement shall constitute the whole Agreement between the parties unless otherwise amended in writing. Any failure by COUNTY to require strict performance by the Bureau or any waiver by the COUNTY of any provision of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

25. Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY, shall be mailed to:

County Administrator
301 N. Olive Avenue
West Palm Beach, FL 33401

with a copy to:

County Attorney
301 N. Olive Avenue
West Palm Beach, FL 33401

with a copy to: Executive Director
 Tourist Development Council
 1555 Palm Beach Lakes Boulevard,
 Suite 900
 West Palm Beach, FL 33401

and if sent to the Bureau, shall be mailed to:

 President & CEO
 Discover Palm Beach County, Inc.
 1555 Palm Beach Lakes Boulevard
 Suite 800
 West Palm Beach, FL 33401

26. Public Entity Crimes. As provided in Section. 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Bureau certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

27. Small Business Enterprise. The Bureau shall comply with the provision of the Palm Beach County Small Business Ordinance as codified in Sections 2-80.21 through 3-81.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the Small Business Enterprise (SBE) program, and shall utilize such provisions when seeking bids or proposals for vendors/contractors under this Agreement.

28. Palm Beach County Office of the Inspector General Audit Requirements.
 Pursuant to Palm Beach County Code, section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud

Failure to cooperate with the Inspector General or interfering with or impeding any

investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

29. Palm Beach County Code of Ethics. The BCC appointees to the Bureau shall comply with the provisions of the Palm Beach County Code of Ethics, Sections 2-441 through 2-448 (as amended from time to time) of the County Code.

30. Pursuant to the PBC Code of Ethics, A ticket, pass or admission in connection with public events, appearances or ceremonies related to official county or municipal business, if furnished by a nonprofit sponsor organization of such public event, or if furnished pursuant to a contract between the event sponsor and the county or municipality as applicable provided the sponsor organization does not employ a lobbyist, and further provided the ticket, pass or admission is given by a representative of the sponsor organization who is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the ticket, pass or admission must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).

31. Expenditures made in connection with an event sponsored by a nonprofit organization funded in whole or in part with public funds whose primary function is to encourage and attract tourism or other business opportunities for the benefit of Palm Beach County or the municipalities as applicable, provided the sponsor organization does not employ a lobbyist, and further provided that the invitation to the event is made by a representative of the sponsor organization and the representative is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the expenditure must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

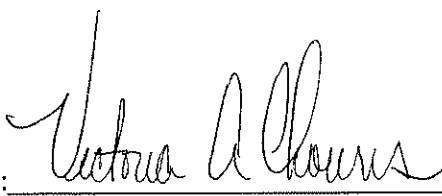
By: _____
Deputy Clerk

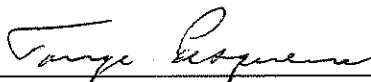
By: _____
Karen T. Marcus, Chair

(SEAL)

ATTEST:


DISCOVER PALM BEACH COUNTY, INC.

By: 
Secretary

By: 
Jorge Pesquera, President & CEO

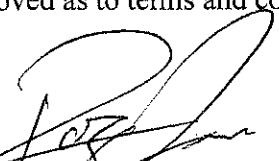
(SEAL)

Approved as to form and legal sufficiency:

By: 
John Fenn Foster
Bureau Attorney

Approved as to terms and conditions:

Approved as to form and legal sufficiency:

By: 
Roger Arndson
TDC Executive Director

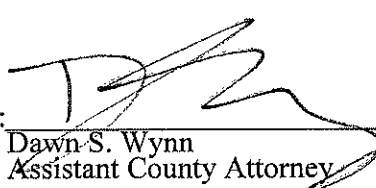
By: 
Dawn S. Wynn
Assistant County Attorney

Exhibit "A"
FY 2012

	Actual FY 2009	Actual FY 2010	Amended FY 2011	Forecasted FY 2011	Budget FY 2012
Personnel Expense					
Wages & Salaries	2,451,928.82	2,048,567.65	2,522,500.32	2,522,500.32	2,710,623.34
Payroll Taxes	192,805.27	154,528.36	206,866.27	206,866.27	216,903.59
Employee Benefits	590,123.61	533,785.96	682,021.50	682,021.50	750,010.65
Total Personnel Expenses	3,174,857.80	2,737,281.97	3,411,388.09	3,411,388.09	3,677,537.58
Marketing & Promotion Expense					
Travel & Entertainment	118,340.31	98,837.39	118,505.50	103,861.04	134,961.24
Trade Show Participation	214,619.98	160,466.77	144,067.00	125,280.00	154,825.00
Destination Reviews	110,008.24	126,349.42	57,800.00	58,100.00	70,800.00
Sales Missions / Media Missions	101,945.41	98,512.60	128,250.00	149,000.00	207,990.00
Event Hosting within PBC	32,052.40	88,376.93	73,800.00	79,377.00	99,567.00
Advertising, Traditional / Online Media	1,419,854.02	1,251,459.42	2,067,710.15	2,069,568.22	2,649,033.21
Contracted Marketing Services	581,383.68	245,476.30	270,000.00	337,125.00	430,125.00
Tourism Sponsorships / Grants	147,340.87	94,576.15	90,000.00	90,000.00	125,000.00
Advertising, Website (C/B)	160,121.60	64,489.46	75,000.00	75,000.00	80,212.00
Advertising, Printed marketing Collateral	196,043.80	107,473.63	142,500.00	100,000.00	100,000.00
Promotional Items	18,869.52	45,202.11	17,500.00	21,500.00	28,500.00
Merchandise Sold	-	-	-	-	-
Ticket Sales	-	-	-	-	-
Research	106,735.00	130,275.05	90,000.00	90,000.00	98,380.00
Fulfillment	59,554.08	62,686.25	65,000.00	64,999.92	64,999.92
Donated Products & Services	-	-	-	-	-
Other Promotional Activities	3,736.61	-	-	-	-
Total Marketing & Promotion Expense	3,280,605.52	2,585,182.48	3,338,272.65	3,363,811.18	4,242,813.37
Administrative & General Operations					
Dues & Subscriptions	65,857.07	71,008.70	47,244.00	47,307.00	48,577.00
Bad Debt	-	-	-	-	-
Data Processing / Computer	56,690.42	23,186.42	68,560.00	68,560.00	69,560.00
Office Equipment & Fixtures, Computer Hardware	25,309.54	6,874.16	91,500.00	91,500.00	91,500.00
Amortization	-	-	-	-	-
Professional Seminars & Conferences	11,353.58	17,766.09	53,479.81	43,590.74	45,479.81
Equipment (non-computer) Rental & Lease Contracts	-	-	-	-	-
Insurance	39,550.82	38,542.52	53,278.94	43,953.29	57,629.91
Interest	-	694.27	-	-	-
Professional Services	99,485.15	125,408.41	175,762.00	171,518.00	135,518.00
Office Supplies	14,676.92	27,002.81	22,812.23	20,688.44	20,688.44
Non-Collateral Printing / Photocopying	30,137.47	28,557.34	40,289.08	39,389.08	39,389.08
Rent / Utilities	4,657.00	1,519.21	2,180.00	2,180.00	3,600.00
Telecommunications	69,868.41	50,734.10	55,285.43	56,189.43	121,829.43
Postage	41,852.51	24,780.66	78,910.12	78,910.12	78,910.12
Maintenance Contracts	-	-	-	-	-
Repair & Improvements	629.89	926.00	-	-	-
Bank Fees	7,795.25	11,066.81	8,140.23	8,221.21	8,350.27
Donated Products & Services - Non-marketing	-	-	-	-	-
Miscellaneous	2,639.71	5,012.05	18,150.42	5,851.42	-
Total Administrative & General Operations	470,322.74	436,024.55	715,676.26	677,838.73	721,032.05
Total CVB Other Contractual Services	6,925,786.06	5,758,489.00	7,465,317.00	7,453,018.00	8,641,383.00
Stimulus Funding					
Stimulus Eco-Tourism (50K transfer to FTV)	-	246,700.00	-	-	-
Stimulus Marketing/Advertising CVB contract	227,862.00	1,523,703.00	-	-	-
Total Stimulus	227,862.00	1,770,403.00	-	-	-
County Direct					
IG Fee	-	-	-	12,299.00	13,656.00
Rent	457,109.84	485,739.00	513,000.00	513,000.00	300,000.00
Telecommunication	91,580.22	27,079.00	50,000.00	50,000.00	12,500.00
Coop Advertising	21,000.00	15,000.00	50,000.00	50,000.00	75,000.00
Total County Direct	519,684.06	527,818.00	613,000.00	625,299.00	401,156.00
Transfer - Out	-	50,000.00	-	-	-
Total Expense	7,673,332.12	8,106,710.00	8,078,317.00	8,078,317.00	9,042,539.00
CVB - Reserves	5,322,204.00	4,129,984.00	746,597.00	2,938,459.00	1,539,625.00
Overall Expense Budget	12,995,536.12	12,236,694.00	8,824,914.00	11,016,776.00	10,582,164.00

EXHIBIT "B"**MOVING EXPENSE REIMBURSEMENT POLICY**

The Bureau may be reimbursed by Palm Beach County, solely from tourist tax funds for moving expenses for employees hired for executive, administrative and professional positions.

Employees hired for positions in Pay Grade 21, or higher, may be reimbursed up to 75% of their moving expenses but not to exceed \$5,000 unless provided otherwise in a written agreement. Such written agreement may provide for reimbursement of actual and reasonable moving expenses in an amount not to exceed \$25,000, after obtaining written estimates as provided in the Policy and approval by the County Administrator or his/her designee.

Eligible employees shall submit three (3) written estimates and a paid invoice to the Bureau, who shall then submit the payment request to the Executive Director of the Tourist Development Council for certification of compliance with this Policy. Acceptance of less than three estimates will be permitted only on a showing that three qualified vendors were not available.

Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with the Bureau within one year from the date of employment, must reimburse the Bureau the full amount of the moving expenses originally paid. The Bureau will, in turn, reimburse Palm Beach County.

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EXHIBIT "C"**CONFLICTS OF INTEREST**

Each Director shall be governed by the following Policy with respect to conflicts of interest. Each member of the Board of Directors has a duty to place the interest of the Corporation foremost in any dealings with or on behalf of the Organization. No Director shall use his or her position, or the knowledge gained therefrom, in such a manner that a conflict arises between the interest of the Corporation and his or her personal interests, except as may be permitted by the following Policy.

(1) Potential Conflict of Interest

(a) Any Director has a potential conflict of interest if that Director has a Financial Interest or is a party to any other circumstances substantial enough that such Financial Interest or other circumstance would, or reasonably could, affect his or her judgment as a Director. A Financial Interest exists if the Director has, directly or indirectly, through business, investment or family:

(i) An actual or potential ownership or investment interest in any entity with which the Bureau has a transaction or arrangement; or

(ii) An actual or potential compensation arrangement with any entity or individual with which the Bureau has or is negotiating a transaction or arrangement.

(b) Compensation includes direct or indirect remuneration, as well as gifts or favors that are substantial in nature. This does not preclude the acceptance of items of nominal or insignificant value, or entertainment of nominal or insignificant value, which are unrelated to any transaction or activity of the Bureau.

(2) Procedure for Addressing the Potential Conflict of Interest

(a) Whenever a Director has knowledge of a potential conflict of interest with respect to that Director, the Director must disclose the existence of the potential conflict of interest to the Chair (or, if the Director is the Chair, to the Board). If any Director shall become aware of facts that may constitute a potential conflict of interest by another member of the Board, he or she shall bring such facts to the attention of the Chair (or, if the Director is the Chair, to the Board). Upon receipt of an assertion of a potential conflict of interest involving a Director, from another Director or any other source, the Chair shall notify the Director involved of the asserted potential conflict of interest, and shall determine whether there exists a potential conflict of interest, as defined in this Policy. (If the Director involved is the Chair, the determination shall be made by the Board.)

(b) In any case where a Director contests a determination of the Chair of the existence of a potential conflict of interest (or where the Director involved is the Chair), the Director shall be given the opportunity to disclose all material facts to the Board and to respond to their questions with respect to the matter, and the Board shall determine whether there exists a potential conflict of interest, as defined in this Policy.

(c) In any case in which:

(i) a Director has declared the existence of a potential conflict of interest;

(ii) the Chair has made an uncontested determination of the existence of a potential conflict of interest; or

(iii) the Board has made a determination of the existence of a potential conflict of interest,

then

(iv) during any Board consideration of any Board action relating to the potential conflict of interest, the Director shall declare the potential conflict of interest, shall make a full disclosure of all material facts with respect to the potential conflict of interest, shall absent himself or herself from Board consideration of the matter, and shall record a vote of abstention on any vote respecting the matter, such declaration, disclosure, absence, and abstention to be reflected in the minutes of the meeting, and

(v) the Board shall take any such other action as may be necessary or appropriate under applicable law and contractual obligations of the Corporation.

(d) As much as is possible, conflicts of interest are to be avoided, and in each case the Board shall where feasible make reasonable efforts to enter into an equally or more advantageous transaction or arrangement with a person or entity that would not give rise to a potential conflict of interest. However, the fact that a Director has a potential conflict of interest with the Corporation does not necessarily mean that a transaction or arrangement cannot occur. There may be occasions when the Board desires to engage in the transaction or arrangement, even with the potential conflict of interest. Transactions or arrangements are permissible if:

(i) Material facts are disclosed, and a majority of the disinterested Directors approves the transaction or arrangement in good faith; and

(ii) The transaction or arrangement is fair to the Corporation and in the best interests of the Corporation.

(e) The procedure to be used for determining that a particular transaction or arrangement is fair to the Corporation and in the best interests of the Corporation is a favorable vote, as provided under these Bylaws, by those Directors who are not involved in the potential conflict of interest. Nevertheless, if required in the judgment of the Board, resolution of any potential conflict of interest may necessitate:

(i) not entering into the transaction or arrangement;

(ii) the termination of a Directors relationship with a particular vendor or other entity, or

(iii) resignation by a Director as a member of the Board of Directors. (3)

(3) Noncompliance with Policy

(a) If the Chair has reasonable cause to believe that a Director has failed to disclose a potential conflict of interest as defined in this Policy, the Chair shall inform the Director of the basis for such belief and afford the Director an opportunity to explain the alleged failure to disclose.

(b) If the Chair determines that the Director has in fact failed to disclose a potential conflict of interest as defined in this Policy, the matter will be referred to the Board and the Board shall take appropriate disciplinary or corrective action.

(4) Annual Disclosure, Annual Review

(a) Each Director shall annually complete a disclosure form identifying any relationships, positions, or circumstances which he/she believes, could contribute to a potential conflict of interest as defined herein.

(b) Each new Director shall be required to review a copy of this Policy and to acknowledge in writing that he/she has done so.

(c) This Policy on Conflicts of Interest shall be reviewed annually by the Board.

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EXHIBIT "C"

BOARD OF DIRECTORS OF DISCOVER
 PALM BEACH COUNTY, INC. dba
 PALM BEACH COUNTY CONVENTION & VISITORS BUREAU

CONFLICTS OF INTEREST

Disclosure Form for the Fiscal Year beginning: _____

Name: _____

Please describe any relationships, positions or circumstances in which you are involved that could contribute to a potential conflict of interest as defined in the Policy on Conflicts of Interest as adopted by the Board of Directors of the Discover Palm Beach County, Inc. dba Palm Beach County Convention & Visitors Bureau (the "CVB"). Such relationships, positions, or circumstances might include service as a director of or consultant to a nonprofit organization receiving a grant from the CVB, or ownership of a business that might provide goods or services to the CVB. All information regarding business interests shall be treated as confidential to the extent permitted by law and shall be made available only to the Chair except to the extent disclosure is necessary in connection with the implementation of this Policy.

_____ I am not aware of any potential conflicts of interest.

_____ The following relationships may give rise to a potential conflict of interest:

I hereby certify that the above information is true and complete to the best of my knowledge, and agree to abide by the CVB Policy on Conflicts of Interest.

Signature: _____ Date: _____

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EXHIBIT "D"

RESERVED

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EXHIBIT "E"

PROCUREMENT POLICY

Contracts entered into by the Bureau in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Bureau Management to educate staff who makes purchases as to the Bureau's obligations under this Contract. Failure to follow these guidelines may result in non-reimbursement of Bureau Expenses. Procurement shall be conducted for the following categories hereof:

Awards will be made to the lowest responsive, responsible bidder or proposer whose offer is determined to be the most advantageous to the Bureau in its performance of its duties in accordance with the terms of this Agreement. Evaluation of bids, offers and proposals shall be based upon the criteria established by the Bureau and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of the Bureau in the performance of its duties, obligations and functions as provided in this Agreement.

A. Contracts and purchases shall be made in accordance with the following procedures:

1. Between \$1,000 and \$10,000. The Bureau may contract to purchase goods or services between \$1,000 and \$10,000 by obtaining oral quotes for the goods or services. The Bureau will obtain a minimum of three (3) oral quotes and provide documentation or written justification to the satisfaction of the County for any lack thereof.
2. Between \$10,001 and up to \$25,000. The Bureau may contract to purchase goods or services between \$10,001 and up to \$25,000 by obtaining a minimum of three (3) written quotations for each item or group of items needed. The Bureau will obtain a minimum of three (3) written quotes and provide documentation or justification to the satisfaction of the County for any lack thereof. Requests for quotations will be mailed, faxed, or e-mailed to all prospective bidders, as feasible.
3. Between \$25,001 and up to \$50,000. The Bureau may contract to purchase goods and services between \$25,001 and up to \$50,000 by obtaining a minimum of three (3) written proposals. Any bid or request for proposals for the purchase of goods or services over \$50,000 shall require the prior approval of the Executive Director of the TDC. The Bureau will secure at least three (3) written proposals for each item or group of items needed and provide documentation or justification for lack thereof. Advertisements for written requests for proposals will be published no less than one time in a newspaper of general daily circulation, trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Requests for proposals will be mailed to all prospective bidders, as feasible.

4. Exceeding \$50,000. Contracts for purchases exceeding \$50,000 will be entered into according to the following procedures:

- a. The Bureau is responsible for drafting the Request for Proposal ("RFP") or Invitation for Bid ("IFB") to secure needed goods or services, and shall forward the IFB/RFP to the Executive Director of the TDC, with copy to the Assistant County Attorney assigned to the TDC.
- b. The Executive Director of the TDC will review and must approve the IFB/RFP to assure that the IFB/RFP meets the applicable requirements of this Agreement.
- c. The Bureau is responsible for placing the advertisement and notifying prospective bidders.
- d. Responses will be evaluated by a Selection Committee composed of the following six individuals:

Bureau President
 Executive Director of TDC
 Bureau Chair or designee Board member
 Bureau Staff member
 County Administrator or Designee
 TDC Board Member

Once a committee for a specific procurement has been chosen, the committee may convey and make a recommendation provided there is a majority of members present.

The recommendation of the Selection Committee will be acted on by the Bureau's Executive Committee.

- e. Upon approval by the Bureau's Executive Committee, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC.
- f. Upon approval by the TDC, the Executive Director of the TDC will place the item on the agenda for action by the Board of County Commissioners.
- g. If the Bureau's Board or the TDC does not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice, cancel or re-advertise the RFP. The determination of the Board of County Commissioners shall be final.

B. Vendor List. The Bureau will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. The Bureau will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from the Bureau's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.

- C. Prohibition of Subdivision of Purchase. No contract or purchase shall be subdivided to avoid the purchasing guidelines and requirements provided for in this Agreement.
- D. Notwithstanding the requirements of Section A, the Bureau may purchase or contract for goods and services without competitive solicitation in the following cases:
1. Sole Source Purchases. The Executive Director of the TDC may authorize the purchase of goods or services without requests for bids, quotes or proposals when the Bureau has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need of the Bureau and is available through only one source. In the event such documentation is not provided or available, proof of appropriate advertising may be used to substantiate a sole source vendor is the only source of goods or services or that only one item meets the need of the Bureau.
 2. Business Necessity and Emergency Purchases. The Bureau may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of business necessity or emergency. For purposes of this provision:
 - a. "Business necessity" shall mean that (i) the goods or services are necessary to the provision of contracted services under this Agreement and (ii) sufficient time is not available between the identification of the need for the goods or services and the time for provision of the goods and services to engage in written requests for proposals or bids.
 - b. "Emergency Purchase" shall mean a procurement made in response to a need for goods or services when the delay incident to complying in the requirements of Section A would be detrimental to the interests, health, safety or welfare of the Bureau.
 3. Purchasing under Government Price Agreements. The Bureau may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided such agency or bureau is governed by procurement policies that require competitive selection. Contracts and purchases made under such agreements will be deemed as lowest bidder.
- E. Professional and Consulting Services. All contracts for professional or consulting services shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which such services will be performed, the amount and form or method of compensation (e.g., retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the product, and contain other standard contract language. These contracts are still subject to the requirements of Section A. All other requirements of this Exhibit "E" shall apply to these contracts.

EXHIBIT "F"

CONVENTION CENTER BOOKING POLICY

It is the mission of the Palm Beach County Convention Center to maximize the economic impact generated by out of town visitors' attendance at conventions, trade shows and any other events taking place at the venue. It is the parties' intention that responsibility for events being booked into the Center less than eighteen (18) months prior to the opening date of the event, referred to herein as "short-term-sales," will be the responsibility of the management firm operating the Center on behalf of COUNTY. The parties recognize that some events booking more than eighteen (18) months in advance but lacking substantial room night use will be treated as "short-term", and some events booking less than eighteen (18) months in advance but with substantial room night use will be treated as "long-term". The Bureau will cooperate closely with the management firm operating the Center in making such determinations and in achieving the best possible combination of building revenue, hotel revenue, and economic impact to the County. The Bureau's Convention Center long-term sales will be fully integrated into the Group Sales program, with all group sales staff trained by Center Staff in the Center's Features and Facilities and charged with developing qualified leads for the Center. The Group Sales Staff will provide to the Center and the Executive Director of the TDC an annual schedule of projected sales goals. The group sales component shall also include a program of financial incentives for attracting group business that is competitive with current industry practices. At all times the focus of the Bureau's Convention Center sales and marketing efforts will be on events requiring overnight hotel accommodations and providing the maximum economic impact to the COUNTY.

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EXHIBIT "G"

TRAVEL & ENTERTAINMENT POLICY

Florida Statute 125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for Palm Beach County. The statute authorizes reimbursement for "actual and reasonable" expenses. All expenses/purchases must have receipts, with the exception of tips to bellman/valets that are less than Ten Dollars (\$10). (See section on Receipts)

Staff of the Bureau is authorized to provide, arrange and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the President/CEO, in connection with the performance of promotional, seminars, conferences, and other duties of the Bureau. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the tourism industry. All travel and entertainment-related expenditures in excess of Ten Dollars (\$10) shall be substantiated by paid invoices. Palm Beach County PPM CW-F-009 Travel Policy is utilized when Section 125.0104, Florida Statutes, does not govern this policy.

Tourism Promotion and Convention Sales activities shall include consumer and trade shows, familiarization tours, sales missions, and other travel related and entertainment expenses that are incurred by officers and employees of the Bureau, other authorized persons, travel writers, tour brokers, or other persons connected with the tourism industry, including the convention meeting industry, in the course of promoting Palm Beach County and the Palm Beach County Convention Center.

Travel for staff will be pre-approved by the President/CEO and the President/CEO's travel will be approved by the Bureau's Executive Committee.

DOMESTIC TRAVEL (Including Florida)

Meal expenses will be deemed to be reasonable if they comply with the per diem limit by city as shown in the Business Travel News Per Diem schedule distributed at the beginning of each fiscal year. If a particular city is not listed in the Per Diem schedule, it may be appropriate to use the next closest city as the guide. However, some resorts are adjacent to a city with a per diem meal schedule that may not be on par with the resort. In that case, "actual and reasonable" meal expenses will be accepted. Any departure from the published rates will be deemed to be excessive unless the reasonableness and necessity of the expenditure is satisfactorily proven by the traveler in a written explanation on the expense reimbursement form. Meal expenditures may be combined such that the daily total does not exceed the per diem limit, provided, however, that one does not incur entertainment expenses which include a meal during the same day, or during a day when the traveler arrives or departs from a city. The maximum gratuity on any meal is Fifteen Percent (15%); provided, however, that in any case where the gratuity is included in the bill presented for the meal,

then the gratuity will be paid in the full amount assessed by the serving establishment. Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make one (1) personal call home per day, excepting unusual circumstances which must be explained and will be subject to review.

FOREIGN TRAVEL

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication. This publication breaks down per diem into meals and incidental (MIE), and lodging. The MIE rate is inclusive of tips for meals and other related expenses.

Lodging may exceed the per diem listed provided there is a valid reason as to why the accommodations exceeded the per diem limits. For example, when staff of the Bureau attends the ITB trade show in Berlin all hotels increase their rates significantly for this event. Since they have little choice but to pay a rate that is well above the rates published in the guide, it will be reimbursed because it is actual and reasonable under the circumstances.

Foreign Exchange Rate: Expense reports containing a mix of cash and credit card expenses will be reimbursed using (a) the actual rate of exchange shown on the credit card statement for each charge and (b) 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. The average rate as published by OANDA.com shall be attached to each expense report. Expense reports 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 expense report.

When traveling in several countries on the same trip, please submit an expense report for each country along with the exchange rate in effect at the time of travel.

AIR TRAVEL

For all air travel, the traveler shall obtain the most economical means of travel that is reasonable under the circumstances as approved in advance by the President /CEO or his/her senior level designee in conjunction with the annual Marketing Plan.

RECEIPTS ARE REQUIRED FOR ALL EXPENDITURES

TIPS: All tips for portage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. Tips over Ten Dollars (\$10.00) given for portage of large and/or numerous boxes of material or displays require explanations and receipts. Tips for meals are to be included in the meals column, NOT the tips column of the expense report. The per diem schedule for meals is inclusive of tips.

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ENTERTAINMENT

Entertainment expenses are those incurred while meeting with travel writers, tour brokers and other persons connected with the tourism industry. Such expenses shall be limited to the following maximum amounts per person per day, as approved in advance by the President /CEO or his/her senior level designee in conjunction with the annual Marketing Plan:

Breakfast	\$30.00	A maximum Twenty Percent (20%) gratuity may be added to these rates.
Lunch:	\$70.00	
Dinner:	\$100.00	

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

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.

EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard Bureau expense report form, as updated from time to time. Requests for reimbursement for mileage shall be done using a mileage expense report form as a backup to the standard expense report. Each expense report must be approved by the President/CEO or his/her designee. The appropriate account code should be shown on the expense report.

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EXHIBIT "H"
PERFORMANCE MEASURES

PROGRAM OBJECTIVES FOR FY 2012

- ▶ Consumer & Travel Industry database increase from 170K to 187K
- ▶ Maximize advertising placement and frequency to generate 272,000 inquiries;
- ▶ Generate 474,000 unique visitors to the Bureau's web site;
- ▶ Book 75,000 room nights for the hotel group sales effort;
- ▶ Issue 36 high-value press releases related to the destination;
- ▶ 65 Participants in Destination Reviews and Sites
- ▶ Achieve free press coverage with an advertising equivalent dollar value of \$2.5 million.
- ▶ Book 7,000 room nights for events using the Convention Center
- ▶ Collaborate on 3 CVB / Convention Center Joint Activities

PERFORMANCE MEASURES	FY 2010 Actual	FY 2011 Budget	FY 2012 Target
Consumer & Travel Industry Database Increase	26%	170,000*	187,000*
Advertising Inquiries	207,946	242,000	272,000
Unique Visitors to Web Site	313,011	423,000	474,000
Booked Room Nights - Hotel lead program	89,507	50,000	75,000
Press Releases	24	36	36
Destination Review & Site Participation	119	48	65
Advertising Equivalent Value of Press Coverage	1,633,163	2,500,000	2,500,000
Booked Room Nights – Convention Center	N/A	7,000	7,000
CVB / Convention Center Joint Activities	N/A	2	3

*Database forecast for year-end 2011 and 2012 have been changed to absolute numbers following review and "scrubbing" of the information to reflect a better benchmark.

EXHIBIT "I"

Discover Palm Beach County, Inc.
FY 2012 Salary Structure

Grade	Minimum	Midpoint	Maximum	Positions
26	\$142,105	\$177,631	\$213,157	President/CEO
22	\$70,652	\$115,915	\$161,178	Vice Presidents & Associate Vice Presidents of: Partnership, Marketing & Community Relations, Leisure Sales & e-Marketing, Marketing & Brand Management, Finance & Administration
17	\$35,127	\$63,641	\$92,155	Sr. Directors, Directors, and Managers of: Airlift Development, Sales, Destination Services, Public Relations, Partnership Marketing, Leisure Product Development, Media, Network & Operating Systems, Database & Application Support, Accounting, Brand-Events / Services, Brand- Niche Markets, Brand Design, Business Intelligence Sr. Web Master, Web Master, Accounting Specialists
13	\$20,084	\$32,951	\$45,818	Assistant to: President/CEO, Vice Presidents, Directors Sr. Coordinators, Coordinators, Specialists: Destination Services, Administrative, Customer Services, Web Content, Research

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EXHIBIT "J"

COMPENSATION POLICY

The salaries provided by the Bureau 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 Bureau, 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 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 Bureau 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 Bureau 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 Bureau 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 Bureau may establish benefits for Bureau employees. These benefits may include but not be limited to:

1. A Retirement Plan. The Bureau may establish a qualified defined contribution retirement plan. Contributions to such plan shall not exceed seven (7%) percent of the employees' actual salaries.
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 Bureau will evaluate potential travel and set the allowance according to the County auto allowance PPM CW-F-008.
3. A Health Plan. The Bureau may establish a health plan that includes medical and dental coverage. As part of said plans the Bureau may establish a qualified Health Savings Account (HSA) with funding support by the Bureau and employees to cover the yearly out of pocket deductibles.
4. Other Insurance plans. The Bureau 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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Palm Beach County Convention and Visitors Bureau

FY 2012 Organizational Chart

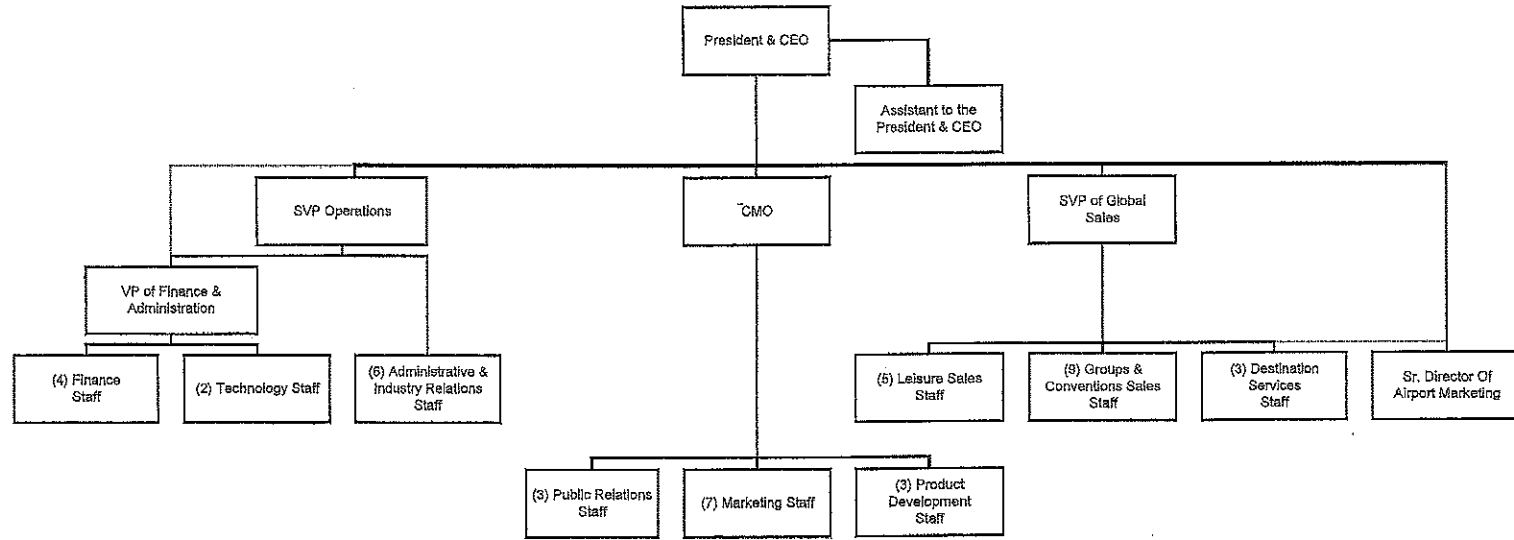


Exhibit "K"

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2010

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 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).

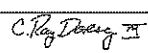
PRODUCER Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd., Ste 200 Jupiter, FL 33458	CONTACT NAME: PHONE (A/C No, Ext): 561.776.0660 FAX (A/C, No): 561.776.0670 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED Discover Palm Beach County, Inc. DBA: Palm Beach County Convention & Visitors Bureau 1555 Palm Beach Lakes Blvd. Suite 800 West Palm Beach, FL 33401	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Southern-Owners</td> <td>10190</td> </tr> <tr> <td>INSURER B:</td> <td>Auto-Owners Ins Co.</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td>Technology Ins Co</td> <td>42376</td> </tr> <tr> <td>INSURER D:</td> <td>Nat'l Union Fire Ins Pitts PA</td> <td>19445</td> </tr> <tr> <td>INSURER E:</td> <td>Travelers</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern-Owners	10190	INSURER B:	Auto-Owners Ins Co.	18988	INSURER C:	Technology Ins Co	42376	INSURER D:	Nat'l Union Fire Ins Pitts PA	19445	INSURER E:	Travelers		INSURER F:		
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INSURER E:	Travelers																					
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 10/11 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		7270070610	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 1,000,000 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 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		7270070610	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		4740089100	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC3250920	10/01/2010	10/01/2011	WC STATUTORY LIMITS EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
D	Directors & Officers		011816331	10/01/2010	10/01/2011	\$3,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Travelers Crime Policy #105196076 - Employee Dishonesty Limit - \$300,000. (10-1-10/11)
Certificate holder is added as additional insured with respect to liability only.

CERTIFICATE HOLDER Board of County Commissioners 301 N. Olive Avenue West Palm Beach, FL 33401	CANCELLATION 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  Ray Dorsey/DEALL

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ACORD_{TM}

AGENCY CUSTOMER ID: _____
 LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Insurance Office of America, Inc.		NAMED INSURED Discover Palm Beach County, Inc.	
POLICY NUMBER		1555 Palm Beach Lakes Blvd.	
CARRIER		Suite 800	
NAIC CODE	West Palm Beach, FL 33401		
EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

Garage Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$

Automobile Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A				

Excess/Umbrella Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B				\$

Other Liability

INSR LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES