

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

THIS SECOND AMENDMENT (Amendment) is made and entered into this 20th day of August, 2024, to the Agreement dated September 13, 2022 (Agreement) (R2022-1024), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Discover Palm Beach County, Inc. (DISCOVER) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and DISCOVER entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1353), whereby DISCOVER develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

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

WHEREAS, the Parties have agreed that this Amendment is in the best interest of DISCOVER and the COUNTY's Tourism promotion program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree, as follows:

1. The above recitations are true and correct and incorporated herein.
2. Exhibits "A", "E", "H", "K", "L", and "M" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "E" (Procurement Policy), Exhibit "H" (Performance Measures), Exhibit "K" (Organizational Chart), Exhibit "L" (Insurance), and Exhibit "M" (Diversity Schedule) all attached hereto and made a part hereof.
3. This Amendment shall become effective when executed by the Parties hereto.
4. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

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Attachment 1

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

ATTEST:


JOSEPH ABRUZZO
CLERK & COMPTRROLLER

By: _____
Deputy Clerk


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

By: _____
Maria Sachs, Mayor

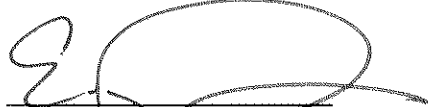
ATTEST:

By: 
Jason Emmett, Chair


DISCOVER PALM BEACH COUNTY, INC.

By: 
Milton Segarra, President and CEO

Approved as to Terms and Conditions


Emanuel Perry
TDC Executive Director

Approved as to Form and Legal Sufficiency


Yelzaveta B. Herman,
Assistant County Attorney

PALM BEACH COUNTY
Discover The Palm Beaches
Exhibit "A"

| Discover the Palm Beaches FY25 Contract | Actual FY 2022 | Actual FY 2023 | Adopted Budget FY 2024 | Modified Budget FY 2024 | Forecast FY 2024 | Budget FY 2025 |
|--|----------------------|----------------------|------------------------------|-------------------------------|----------------------|----------------------|
| Total Discover Contract | \$ 13,276,302 | \$ 14,216,503 | \$ 27,212,286 | \$ 27,212,286 | \$ 27,212,286 | \$ 27,528,655 |
| Marketing Stimulus | \$ 6,466,400 | \$ 11,999,000 | \$ - | \$ - | \$ - | \$ - |
| County Direct | \$ 186,396 | \$ 224,230 | \$ 311,471 | \$ 311,471 | \$ 311,471 | \$ 327,045 |
| Special Events Marketing Boca Bowl/PGA Tour | \$ 62,500 | \$ - | \$ 72,500 | \$ 72,500 | \$ 72,500 | \$ 575,000 |
| Beach Payback | \$ - | \$ 966,400 | \$ - | \$ - | \$ - | \$ - |
| Special Projects Payback | \$ - | \$ 966,400 | \$ - | \$ - | \$ - | \$ - |
| Total Discover Expenses | <u>\$ 19,991,598</u> | <u>\$ 28,372,533</u> | <u>\$ 27,596,257</u> | <u>\$ 27,596,257</u> | <u>\$ 27,596,257</u> | <u>\$ 28,430,700</u> |
| Reserves | \$ 13,509,516 | \$ 11,763,693 | \$ 6,446,721 | \$ 8,404,000 | \$ 9,958,424 | \$ 6,961,222 |
| Total Discover Expense Budget | <u>\$ 33,501,114</u> | <u>\$ 40,136,226</u> | <u>\$ 34,042,978</u> | <u>\$ 36,000,257</u> | <u>\$ 37,554,681</u> | <u>\$ 35,391,922</u> |

Exhibit "A" continued

Discover The Palm Beaches

| | ACTUALS FY 2023 | ADOPTED BUDGET FY 2024 | AMENDED BUDGET FY 2024 | FORECAST FY 2024 | PROPOSED BUDGET FY 2025 | FY 2025 Budget vs. FY 2024 Amended Budget | % Inc /Dec FY 2025 Budget vs. FY 2024 Amended Budget | FY 2025 Budget vs. FY 2024 Forecast | % Inc (Dec) FY 2025 Budget vs. FY 2024 Forecast |
|--|--------------------|------------------------------|------------------------------|---------------------|-------------------------------|---|---|--|---|
| Personnel Expense | | | | | | | | | |
| Wages & Salaries | 4,440,504 | 4,883,000 | 4,883,000 | 4,803,000 | 5,100,000 | 217,000 | 4.4% | 297,000 | 6.2% |
| Payroll Taxes | 329,599 | 388,970 | 388,970 | 378,960 | 400,000 | 11,030 | 2.8% | 21,040 | 5.6% |
| Employee Benefits | 1,417,368 | 1,447,040 | 1,447,040 | 1,447,040 | 1,500,000 | 52,960 | 3.7% | 52,960 | 3.7% |
| Total Personnel Expenses | 6,187,471 | 6,719,010 | 6,719,010 | 6,629,000 | 7,000,000 | 280,990 | 4.2% | 371,000 | 5.6% |
| Marketing & Promotion Expense | | | | | | | | | |
| Travel & Entertainment | 20,006 | 47,500 | 47,500 | 37,500 | 27,500 | (20,000) | -42.1% | (10,000) | -26.7% |
| Trade Show Participation | 998,929 | 1,177,000 | 1,177,000 | 1,177,000 | 1,177,000 | - | 0.0% | - | 0.0% |
| Destination Reviews | 718,808 | 814,500 | 814,500 | 775,000 | 775,000 | (39,500) | -4.8% | - | 0.0% |
| Sales Missions / Media Missions | 319,176 | 368,000 | 368,000 | 336,000 | 336,000 | (32,000) | -8.7% | - | 0.0% |
| Sales Industry Partnerships | 557,540 | 515,000 | 515,000 | 515,000 | 515,000 | - | 0.0% | - | 0.0% |
| Event Hosting within PBC | 682,108 | 672,000 | 672,000 | 922,000 | 922,000 | 250,000 | 37.2% | - | 0.0% |
| Brand Marketing | 9,076,117 | 8,811,089 | 8,811,089 | 8,375,000 | 8,875,000 | 63,912 | 0.7% | 500,000 | 6.0% |
| Contracted Marketing Services | 1,168,003 | 1,872,500 | 1,872,500 | 1,872,500 | 1,732,500 | (140,000) | -7.5% | 60,000 | 3.6% |
| Tourism Sponsorships / Grants | 235,697 | 215,188 | 215,188 | 715,000 | 215,000 | (188) | -0.1% | (500,000) | -69.9% |
| Digital Marketing/Website | 5,345,122 | 4,900,000 | 4,900,000 | 4,950,000 | 4,900,000 | - | 0.0% | (50,000) | -1.0% |
| Printed Marketing Collateral | 191,491 | 198,000 | 198,000 | 198,000 | 198,000 | - | 0.0% | - | 0.0% |
| Promotional Items | 7,679 | 7,000 | 7,000 | 7,000 | 7,000 | - | 0.0% | - | 0.0% |
| Research | 163,787 | 215,000 | 215,000 | 215,000 | 215,000 | - | 0.0% | - | 0.0% |
| Fulfillment | 60,058 | 45,000 | 45,000 | 45,000 | 45,000 | - | 0.0% | - | 0.0% |
| Other Promotional Activities | (6,914) | - | - | 1,037 | 1,500 | 1,500 | 0.0% | 483 | 44.6% |
| Total Marketing & Promotion Expense | 19,537,606 | 19,857,776 | 19,857,776 | 19,941,036 | 19,941,500 | 83,724 | 0.4% | 464 | 0.0% |
| Administrative & General Operations | | | | | | | | | |
| Dues & Subscriptions | 126,733 | 153,750 | 153,750 | 153,750 | 152,500 | (1,250) | -0.8% | (1,250) | -0.8% |
| Data Processing / Computer | 65,874 | 70,500 | 70,500 | 75,500 | 75,500 | 5,000 | 7.1% | - | 0.0% |
| Office Equipment, Computer Hardware | 25,918 | 40,000 | 40,000 | 82,000 | 47,000 | 7,000 | 17.5% | (35,000) | -42.7% |
| Professional Seminars & Conferences | 65,701 | 128,250 | 128,250 | 88,500 | 88,500 | (39,750) | -31.0% | - | 0.0% |
| Insurance | 44,913 | 48,500 | 48,500 | 49,500 | 49,500 | 1,000 | 2.1% | - | 0.0% |
| Professional Services | 46,874 | 104,500 | 104,500 | 104,500 | 84,500 | (20,000) | -19.1% | (20,000) | -19.1% |
| Office Supplies | 16,901 | 20,500 | 20,500 | 20,500 | 20,500 | - | 0.0% | - | 0.0% |
| Non-Collateral Printing / Photocopying | 19,228 | 13,000 | 13,000 | 14,500 | 19,250 | 6,250 | 48.1% | 4,750 | 32.8% |
| Rent (Storage) / Utilities | 11,680 | 15,500 | 15,500 | 15,500 | 8,500 | (7,000) | -45.2% | (7,000) | -45.2% |
| Telecommunications | 23,055 | 9,000 | 9,000 | 9,000 | 9,000 | - | 0.0% | - | 0.0% |
| Postage | 11,365 | 15,000 | 15,000 | 10,000 | 15,000 | - | 0.0% | 5,000 | 50.0% |
| Bank Fees | 10,574 | 15,000 | 15,000 | 15,000 | 15,000 | - | 0.0% | - | 0.0% |
| Miscellaneous | 1,803 | 2,000 | 2,000 | 4,000 | 2,405 | 405 | 20.3% | (1,595) | -39.9% |
| Total Administrative & General Operations | 470,621 | 635,500 | 635,500 | 642,250 | 587,155 | (48,345) | -7.6% | (55,095) | -8.6% |
| Total CVB Other Contractual Services | 26,195,698 | 27,212,286 | 27,212,286 | 27,212,286 | 27,528,655 | 316,369 | 1.2% | 316,369 | 1.2% |
| County Direct | | | | | | | | | |
| Network Services | 15,225 | 22,563 | 22,563 | 22,563 | 23,692 | 1,129 | 5.0% | 1,129 | 5.0% |
| Rent (Office) | 145,735 | 160,860 | 160,860 | 160,860 | 168,903 | 8,043 | 5.0% | 8,043 | 5.0% |
| Coop Advertising | 43,793 | 82,688 | 82,688 | 82,688 | 86,822 | 4,135 | 5.0% | 4,135 | 5.0% |
| Special Events Marketing -Cognizant | - | 72,500 | 72,500 | 72,500 | 575,000 | 502,500 | 693.1% | 502,500 | 693.1% |
| IG Fee | 19,477 | 45,360 | 45,360 | 45,360 | 47,628 | 2,268 | 5.0% | 2,268 | 5.0% |
| Total County Direct | 224,230 | 383,971 | 383,971 | 383,971 | 902,045 | 518,074 | 57.4% | 159,741 | 71.2% |
| Total Expense | 26,419,928 | 27,596,257 | 27,596,257 | 27,596,257 | 28,430,700 | 834,443 | 3.0% | 834,443 | 3.0% |
| DTPB - Reserves | 11,763,693 | 6,446,721 | 8,404,000 | 9,958,424 | 6,961,222 | (1,442,778) | -17.2% | (2,997,202) | -30.1% |
| Overall Expense Budget | 38,183,621 | 34,042,978 | 36,000,257 | 37,554,681 | 35,391,922 | (608,335) | -1.7% | (2,162,759) | -5.8% |

EXHIBIT "E"

PROCUREMENT POLICY

Contracts entered into by Discover in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Discover's President & CEO to educate staff who make purchases as to the Discover's obligations under this Agreement. Failure to follow these guidelines may result in non-reimbursement of Discover's Operating Expenses.

I. General

- a. Fully Budgeted. Discover shall only procure goods or services that are fully budgeted and appropriated as per the Board of County Commissioners' annual approved budget.
- b. Awards to Bidders and Proposers. Awards will be made to the lowest responsive, responsible bidder, or responsive, responsible proposer, whose bid or proposal is determined to be the most advantageous to Discover in its performance of its duties in accordance with the terms of this Agreement.
- c. Evaluation Criteria. Evaluation of bids, offers and proposals shall be based upon the criteria established by Discover in the solicitation and any other relevant information obtained through the evaluation process. Proposal 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 Discover's best interests in the performance of its duties, obligations and functions as provided in this Agreement.
- d. Vendor List. Discover 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. Discover will solicit bids, quotes, or proposals from responsible prospective suppliers, vendors or contractors obtained from Discover's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.
- e. Dollar Limits. All purchasing procedures and dollar limits will be determined by the initial term of the contract multiplied by the annual contracted dollar amount and no contract will exceed five (5) years in duration. No contract or purchase shall be subdivided to avoid the purchasing guidelines and dollar level limit requirements provided for in this Agreement.
- f. Written Contracts/Purchase Orders. All contracts and purchase orders, including those for professional or consulting services, shall be evidenced by a written agreement which shall specify the services to be performed and/or the goods to be received, 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, ownership of the product, and contain other standard contract language.

II. Approval Authority

- a. Approval authority of purchases or contracts for goods or services is subject to compliance with the procurement requirements set forth in Section III herein.
- b. Up to \$50,000. Discover holds approval authority and may execute contracts for all purchases up to \$50,000.
- c. Between \$50,000 and up to \$100,000. Discover shall obtain the approval of the Executive Director of the TDC prior to executing contracts or proceeding with purchases.
- d. Over \$100,000. Discover shall obtain approval from the Executive Director of the TDC and the TDC Board prior to executing contracts or proceeding with purchases. Following approval by the TDC Board and execution of the associated contract by Discover, Discover will provide the TDC Director a copy of same for submission to the Palm Beach County Clerk of the Circuit Court & Comptroller (Clerk). Per its standing procedure, the Clerk will assign a record number ("R Number") to the contract in order to allow for reimbursements to be processed in compliance with the provisions of this Agreement.
 - i. Advertising/Marketing Purchases. Considering that, per the County's standard procedures for the annual budget approval cycle, Discover's budget is submitted for the approval of the Executive Director of the TDC and the TDC Board prior to being submitted for approval by the Board of County Commissioners (Board), Sole Source purchases for advertising media and marketing/sales partnership agreements that are specifically detailed in Discover's approved Marketing Plan and budget, shall be deemed authorized by the TDC Board and the Board upon approval of the County's annual budget.
 1. Should Discover seek approval of a Sole Source purchase for advertising media or marketing/sales partnership agreements, either of which is in excess of the amount approved by the Board in the County's annual budget, Discover shall submit the additional funding request to the Executive Director of the TDC and the TDC Board. Upon approval by the TDC Board, the Executive Director of the TDC will place the request on the agenda for action by the Board. The determination of the Board of County Commissioners shall be final. If Discover's request is approved by the Board, Discover may proceed to execute the associated contract, in compliance with the Agreement.

III. Procurement Processes

- a. Less than \$5,000. In order to purchase goods and services of less than \$5,000, Discover may obtain oral quotes. A competitive process, that takes into consideration small/minority/women-owned business enterprises and Local Preference, is encouraged but not required when making these purchases.
- b. Between \$5,001 and up to \$50,000. To purchase goods or services between \$5,001 and up to \$50,000 Discover must obtain a minimum of three (3) written quotes for each item or group of items needed. To solicit quotes, Discover will develop a Request for Quotes (RFQ) detailing the specifications of the good or services to be procured. RFQ will be mailed, faxed, or emailed to prospective bidders, as identified by Discover. Should Discover be unable to obtain the required minimum of three (3) written quotes, it shall provide adequate justification to the satisfaction of the Executive Director of the TDC as to the need to proceed with the purchase.
- c. Between \$50,001 and up to \$100,000. To purchase goods and services between \$50,001 and up to \$100,000 Discover must obtain a minimum of three (3) written proposals/bids thorough an Invitation to Bid (IFB) or Request for Submittal (RFS). Advertisements for IFB/RFS will be posted on Discover's website under a public page and published no less than one time in a trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Discover may elect to conduct direct outreach by emailing or mailing prospective bidders/respondents a copy of the IFB/RFS. Should Discover be unable to obtain the required minimum of three (3) written proposals/bids, it shall provide adequate justification to the satisfaction of the Executive Director of the TDC as to the need to proceed with the purchase.
- d. Exceeding \$100,001. To purchase goods or services over \$100,000 Discover shall:
 - i. Draft a request for proposals (RFP) or invitation for bids (IFB) detailing the specifications of the good or services to be procured.
 - ii. The draft RFP or IFB shall be submitted to the Executive Director of the TDC.
 - iii. The Executive Director of the TDC will review and must approve the RFP/IFB to ensure that it meets the applicable requirements of this Agreement.
 - iv. Discover will not proceed to advertise the RFP/IFB prior to obtaining approval by the Executive Director of the TDC.
 - v. Discover will advertise the RFP/IFB on Discover's website on a public page and publish it no less than one time in a trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided.

- vi. Discover may elect to conduct direct outreach by emailing or mailing prospective bidders/respondents a copy of the RFP/IFB.
 - vii. Responses will be evaluated by a Selection Committee. The Selection Committee members will be: (1) Discover President & CEO, (2) TDC Executive Director, (3) Discover Chair or designee, (4) TDC Board member, (5) Discover Staff member, and (6) County Administrator or Designee.
 - viii. Once the Selection Committee for a specific procurement has been chosen, the Committee may convene to evaluate the responses received and make a recommendation provided a majority of members are present.
 - ix. The Committee's recommendation will be referred for further action to Discover's Executive Committee or Discover's Board, as dictated by the its By-Laws.
 - x. Following a recommendation of approval by Discover's Executive Committee or Board, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC Board. If Discover's Executive Committee or Board does not recommend approval, or the TDC Board 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/IFB.
 - xi. Upon approval by the TDC Board, Discover is authorized to proceed with execution of the associated contract.
- e. Sole Sources. A sole source designation means there is only one (1) good or service that meets the need of Discover, and that good or service is available through only one (1) source as determined by a reasonably thorough analysis of the marketplace.
- i. Discover may purchase or contract for goods and services without competitive solicitation only if it has provided to the Executive Director of the TDC evidence in writing demonstrating that the proposed purchase or contract meets the definition of sole source herein. The evidence must be independent from the vendor.
 - ii. The request for, and approval of, a proposed Sole Source purchase must be made prior to contract execution.
 - iii. The purchase of services with key industry associations for advertising media and/or marketing/sales partnerships, are authorized to be procured as sole source purchases, based on the unique characteristics that each key industry association has, including, but not limited to, readers, broadcast's audience, and media reach.
- f. Government/Cooperative Price Agreements. Discover 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 that:

- i. such governmental entity, agency or bureau utilized a competitive process;
- ii. Discover accepts the same terms and conditions specified in the originating contract; and
- iii. the contractor extends the same terms and conditions of the contract to the Discover.

IV. Emergency Purchases

- a. Definition. An emergency purchase is a procurement made in response to a need for goods or services when the delay associated with complying in the requirements of Section III herein would be detrimental to the interests, health, safety or welfare of Discover. Purchases made under the provisions of a State of Emergency issued for the County or the entire State of Florida will constitute an Emergency Purchase.
 - i. Discover may purchase or contract for goods and services only if it has provided written justification to, and obtained approval of, the Executive Director of the TDC as to the conditions warranting the emergency purchase.
 - ii. When proceeding under an emergency purchase, Discover may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals.

Exhibit "H"
Performance Measures

DISCOVER THE PALM BEACHES **Palm Beach County, FL**

FY 2025 OBJECTIVES

Marketing

- 1 Consumer and Travel Industry database increases to 470,000 records
- 2 Generate 4,200,000 in Website Users
- 3 Generate 7,500,000 Social Engagements
- 4 Generate 1,200,000,000 Advertising Impressions - a universal performance measurement in advertising
- 5 Generate 250,000,000 Earned Media Impressions - a universal performance measurement in PR

Sales

- 6 Book 175,000 DTPB only room nights (Hotel Meetings Leads)
- 7 Generate 52,500 Group Level Booked Room Nights Convention Center Shared
- 8 Generate 40,000 Group Level Actual FY Room Nights for Convention Center Shared
- 9 Generate 95 participants in Destination Reviews
- 10 Generate 105 Destination Site participants

| <u>PERFORMANCE MEASUREMENTS</u> | Actual FY20 | Actual FY21 | Actual FY22 | Actual FY23 | Goal FY24 | Proposed FY25 |
|---|------------------------|------------------------|------------------------|------------------------|----------------------|--------------------------|
| <u>Marketing</u> | | | | | | |
| Consumer & Travel Industry Data Base | 401,911 | 405,353 | 419,118 | 432,707 | 420,000 | 470,000 |
| Owned Views Digital Footprint | 16,262,152 | 19,384,883 | 15,291,492 | 19,488,910 | Discontinued | Discontinued |
| Website Users | | | New FY 2024 Metric | | 4,000,000 | 4,200,000 |
| Social Engagement | 1,899,202 | 6,069,010 | 14,885,913 | 26,960,967 | 10,000,000 | 7,500,000 |
| Advertising Impressions | 335,048,514 | 915,833,831 | 1,402,602,058 | 3,817,866,608 | 1,000,000,000 | 1,200,000,000 |
| Earned Media Impressions | 257,442,997 | 519,345,123 | 253,318,230 | 323,713,683 | 255,000,000 | 250,000,000 |
| <u>Sales</u> | | | | | | |
| DTPB Only Booked Room Nights (Hotel Meetings Leads) | 104,125 | 81,381 | 130,562 | 200,967 | 121,000 | 175,000 |
| Group Level Booked Room Nights Convention Center Sha | 37,920 | 43,115 | 44,697 | 50,161 | 50,000 | 52,500 |
| Group Level Actual FY Room Nights for Convention Cent | 25,029 | 18,857 | 33,195 | 39,087 | 40,000 | 40,000 |
| Generate participants in Destination Reviews | 56 | 98 | 94 | 98 | 90 | 95 |
| Destination Site Participations | 80 | 76 | 101 | 129 | 100 | 105 |

DTPB/DC Funded
3/5/2024

Exhibit "K"
Organizational Chart

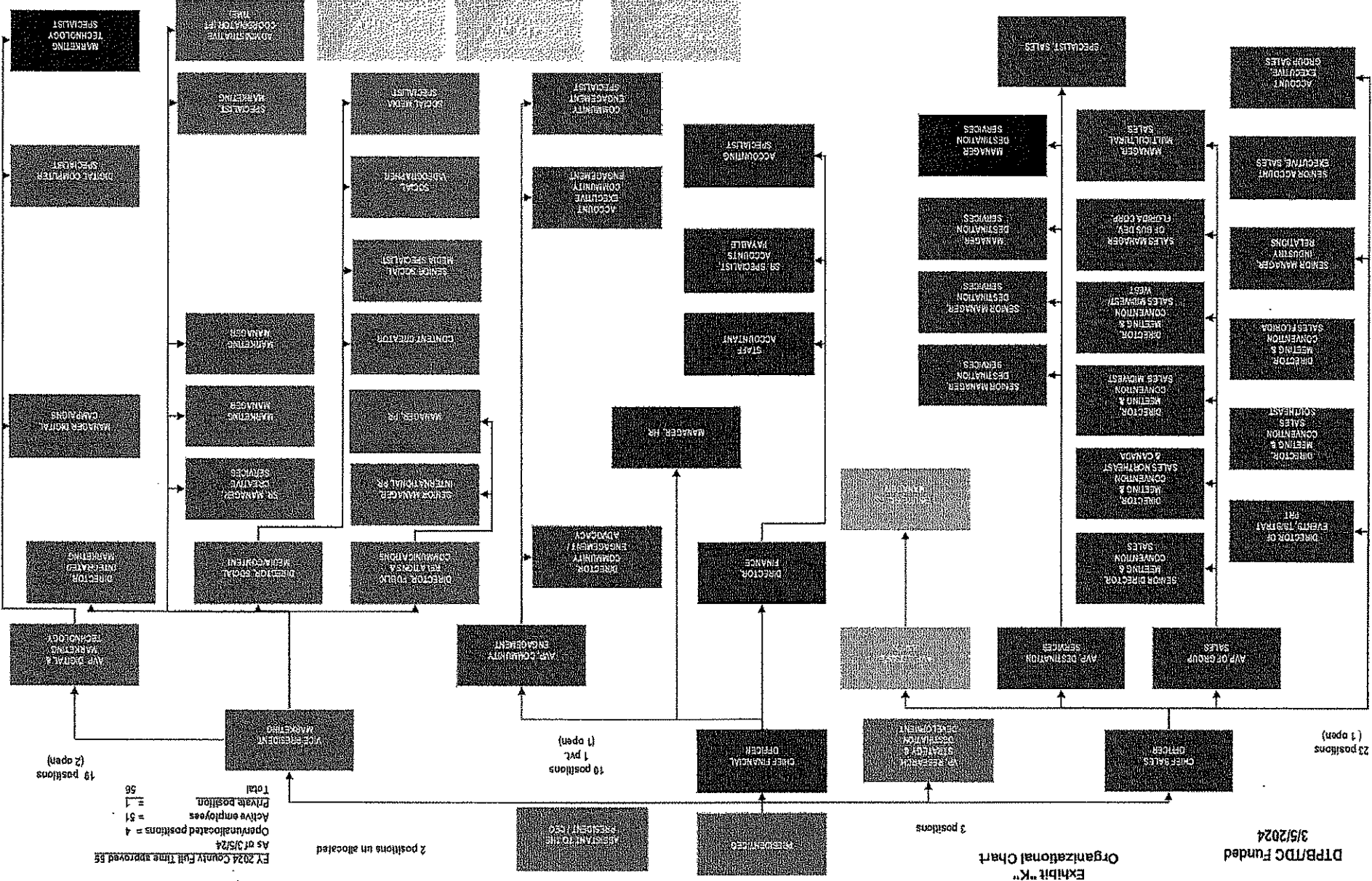




Exhibit "L"
Insurance

DISCPAL-01

URIBEA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2024

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

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


| | | | |
|--|---|---------------------------------------|---------------|
| PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458 | CONTACT NAME: Annie Uribe | | |
| | PHONE (A/C, No. Ext): (561) 296-5966 26059 | FAX (A/C, No.): (561) 776-0670 | |
| E-MAIL ADDRESS: Annie.Uribe@ioausa.com | | | |
| INSURED Discover Palm Beach County, Inc. dba Discover The Palm Beaches 2195 Southern Blvd Suite 400 West Palm Beach, FL 33408 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Southern-Owners Insurance Company | | 10190 |
| | INSURER B: Auto-Owners Insurance Company | | 18988 |
| | INSURER C: Continental Casualty Company | | 20443 |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 7270070623 | 10/1/2023 | 10/1/2024 | 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 |
| | | | | | | | HNO AUTO \$ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ANY AUTO OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) \$ |
| | SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | HIRE AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | NON-OWNED AUTOS ONLY | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 4740089100 | 10/1/2023 | 10/1/2024 | EACH OCCURRENCE \$ 5,000,000 |
| | | | | | | | AGGREGATE \$ 5,000,000 |
| | | | | | | | \$ |
| | | | | | | | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC594636760 | 10/1/2023 | 10/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Attn: TDC 2195 Southern Blvd, Suite 500 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  |
|---|--|

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.

1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

Exhibit "M"
Diversity Schedule

| Organization Name: | TOTAL STAFF APR 2024 | | | | | | TOTAL STAFF MAY 2023 | | | | | | TOTAL STAFF MARCH 2022 | | | | | | TOTAL STAFF JUNE 2021 | | | | | | |
|---------------------------|----------------------|-----------------|-----------|-----------|-----------|-------------|----------------------|-----------|-----------|-----------|-------------|-----------------|------------------------|-----------|-----------|-------------|-----------------|-----------|-----------------------|-----------|-------------|------|--|-------|--|
| Discover | Key | Female | | Male | | Total | Key | Female | | Male | | Total | Key | Female | | Male | | Total | Key | Female | | Male | | Total | |
| % | Ethnicity | | | | | % | Ethnicity | | | | | % | Ethnicity | | | | | % | Ethnicity | | | | | % | |
| Senior Management | 53% | White | 3 | 3 | 6 | 60% | White | 2 | 2 | 4 | 44% | White | 2 | 3 | 5 | 56% | White | 2 | 3 | 5 | 73% | | | | |
| | 18% | Black | 0 | 0 | 0 | 0% | Black | 0 | 0 | 0 | 0% | Black | 0 | 0 | 0 | 0% | Black | 0 | 0 | 0 | 0% | | | | |
| | 24% | Hispanic | 1 | 2 | 3 | 33% | Hispanic | 1 | 3 | 4 | 44% | Hispanic | 1 | 2 | 3 | 33% | Hispanic | 1 | 1 | 2 | 25% | | | | |
| | 3% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | | | | |
| | 3% | Other | 0 | 1 | 1 | 10% | Other | 0 | 1 | 1 | 11% | Other | 0 | 1 | 1 | 11% | Other | 0 | 0 | 0 | 0% | | | | |
| Total | 100% | | 4 | 6 | 10 | 100% | | 3 | 6 | 9 | 100% | | 3 | 6 | 9 | 100% | | 3 | 4 | 7 | 100% | | | | |
| Professional | 52% | White | 14 | 4 | 18 | 58% | White | 15 | 6 | 21 | 64% | White | 15 | 6 | 21 | 64% | White | 14 | 6 | 20 | 71% | | | | |
| | 28% | Black | 2 | 1 | 3 | 10% | Black | 3 | 2 | 5 | 15% | Black | 2 | 2 | 4 | 13% | Black | 2 | 2 | 4 | 14% | | | | |
| | 24% | Hispanic | 7 | 1 | 8 | 25% | Hispanic | 4 | 1 | 5 | 15% | Hispanic | 4 | 1 | 5 | 16% | Hispanic | 1 | 2 | 3 | 11% | | | | |
| | 3% | Asian | 1 | 0 | 1 | 3% | Asian | 1 | 0 | 1 | 3% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | | | | |
| | 3% | Other | 1 | 0 | 1 | 3% | Other | 1 | 0 | 1 | 3% | Other | 1 | 0 | 1 | 3% | Other | 1 | 0 | 1 | 4% | | | | |
| Total | 100% | | 25 | 6 | 31 | 100% | | 24 | 9 | 33 | 100% | | 22 | 9 | 31 | 100% | | 18 | 10 | 28 | 100% | | | | |
| Administrative & Clerical | 52% | White | 6 | 0 | 6 | 75% | White | 5 | 0 | 5 | 73% | White | 3 | 1 | 4 | 67% | White | 2 | 0 | 2 | 50% | | | | |
| | 24% | Black | 1 | 0 | 1 | 13% | Black | 1 | 0 | 1 | 14% | Black | 1 | 1 | 2 | 33% | Black | 1 | 0 | 1 | 25% | | | | |
| | 24% | Hispanic | 1 | 0 | 1 | 13% | Hispanic | 1 | 0 | 1 | 14% | Hispanic | 0 | 0 | 0 | 0% | Hispanic | 1 | 0 | 1 | 25% | | | | |
| | 3% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | | | | |
| | 3% | Other | 0 | 0 | 0 | 0% | Other | 0 | 0 | 0 | 0% | Other | 0 | 0 | 0 | 0% | Other | 0 | 0 | 0 | 0% | | | | |
| Total | 100% | | 8 | 0 | 8 | 80% | | 7 | 0 | 7 | 78% | | 4 | 2 | 6 | 100% | | 4 | 0 | 4 | 100% | | | | |
| Total Agency | 52% | White | 23 | 7 | 30 | 61% | White | 22 | 8 | 30 | 61% | White | 20 | 10 | 30 | 60% | White | 18 | 9 | 27 | 69% | | | | |
| | 28% | Black | 3 | 1 | 4 | 8% | Black | 4 | 2 | 6 | 12% | Black | 3 | 3 | 6 | 13% | Black | 3 | 2 | 5 | 18% | | | | |
| | 24% | Hispanic | 9 | 3 | 12 | 24% | Hispanic | 6 | 4 | 10 | 20% | Hispanic | 5 | 3 | 8 | 17% | Hispanic | 5 | 3 | 8 | 15% | | | | |
| | 3% | Asian | 1 | 0 | 1 | 2% | Asian | 1 | 0 | 1 | 2% | Asian | 0 | 0 | 0 | 0% | Asian | 0 | 0 | 0 | 0% | | | | |
| | 3% | Other | 1 | 1 | 2 | 3% | Other | 1 | 1 | 2 | 4% | Other | 1 | 1 | 2 | 4% | Other | 1 | 0 | 1 | 3% | | | | |
| Total | 100% | | 37 | 12 | 49 | 100% | | 34 | 15 | 49 | 100% | | 29 | 17 | 46 | 100% | | 25 | 14 | 39 | 100% | | | | |