

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 20, 2024	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment (Amendment) to the Agreement (R2022-1019) with the Palm Beach County Sports Commission, Inc. (Sports Commission) for the provision of services under the County’s Tourist Development Plan for a total amount of \$8,979,032 during the period of October 1, 2024 through September 30, 2025.

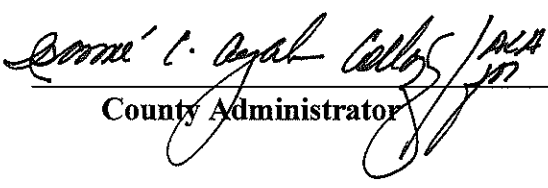
Summary: The Amendment updates for Fiscal Year 2025, Exhibit “A” – Annual Budget (for an amount not to exceed \$2,951,324 in contractual services, \$1,326,429 in Sports Grants, \$304,572 in County Direct, \$750,000 in Special Event Funding, and \$3,646,707 in reserves, for a total of \$8,979,032), Exhibit “E” – Performance Measures, Exhibit “H” – Organizational Chart, Exhibit “L” – Procurement Policy, Exhibit “M” – Insurance, and Exhibit “N” – Diversity Schedule. The Amendment has been approved by the Tourist Development Council Board. **Countywide (YBH)**

Background and Justification: Under the current Agreement, as amended, Sports Commission develops and implements an Annual Marketing Plan to promote tourism, which the County funds through bed tax dollars. All expenditures by the Sports Commission under the Agreement must be made in accordance with the Annual Budget, which is attached as Exhibit “A” to the Agreement, from funds appropriated annually by the County. The Agreement is for five years, through September 30, 2027, and the Amendment updates the Agreement’s Annual Budget for Fiscal Year 2025. The Amendment adopts new Exhibits “A” (Annual Budget), Exhibit “E” (Performance Measures), Exhibit “H” (Organizational Chart), Exhibit “L” – Procurement Policy, Exhibit “M” (Insurance), and Exhibit “N” (Diversity Schedule).

Attachment:

1. Second Amendment with Exhibits A, E, H, L, M, and N (2)

Recommended by: 	Date: <u>6/26/24</u>
Department Director	

Approved By: 	Date: <u>7/22/24</u>
County Administrator	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$8,979,032	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$8,979,032	TBD	TBD	TBD	TBD
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No
 Is this Item using State funds? Yes No X
 Does this item include the use of federal funds? Yes No X

Budget Account No.: Fund 1457 Dept 710 U nit Object
 Reporting Category

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

C. Department Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

OB 7/10
 ASD ^{ASD 7/12/24} [Signature] 6/21/24
 QA [Signature] 6/21/24 OFMB [Signature] 6-21-24
 QA [Signature] 7/10 Contract Dev. and Control [Signature] 6/21/24 7/15/24

B. Approved as to form and Legal Sufficiency:

[Signature] 7/16/24
 Assistant County Attorney

C. Approved as to Terms and Conditions:

 Department Director

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

Attachment 1

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

THIS SECOND AMENDMENT (Amendment) is made and entered into this 20~~th~~ day of August, 2024, to the Agreement dated September 13, 2022 (Agreement) (R2022-1019), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and PALM BEACH COUNTY SPORTS COMMISSION, INC. (SPORTS) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and SPORTS entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1356), whereby SPORTS develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

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

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

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

1. The above recitations are true and correct and incorporated herein.
2. Exhibits "A", "E", "H", "L", "M", and "N" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "E" (Performance Measures), Exhibit "H" (Organizational Chart), Exhibit "L" (Procurement Policy), Exhibit "M" (Insurance), and Exhibit "N" (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:

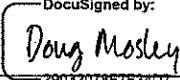
JOSEPH ABRUZZO
CLERK & COMPTROLLER

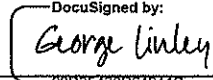
PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its
Board of County Commissioners

By: _____
Deputy Clerk

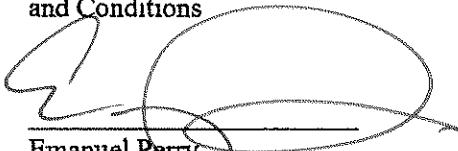
By: _____
Maria Sachs, Mayor

ATTEST:


By:  _____
Doug Mosley, President

PALM BEACH COUNTY SPORTS
COMMISSION, INC.
By:  _____
George Linley, Executive Director

Approved as to Terms
and Conditions


Emanuel Perry
TDC Executive Director

Approved as to Form and
Legal Sufficiency


Yelizaveta B. Herman,
Assistant County Attorney

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

Sports Commission FY25 Contract	Actual FY2022	Actual FY2023	Adopted Budget FY2024	Modified Budget FY2024	Forecast FY2024	Budget FY2025
Total Sports Commission Contract	\$ 1,852,979	\$ 1,983,090	\$ 2,622,645	\$ 2,622,645	\$ 2,622,645	\$ 2,951,324
Sports Grants	\$ 1,027,090	\$ 966,597	\$ 1,826,429	\$ 1,826,429	\$ 1,826,429	\$ 1,326,429
Special Event Funding	\$ 62,500	\$ 230,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 750,000
Marketing Stimulus	\$ -	\$ 493,509	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 229,873	\$ 209,188	\$ 290,913	\$ 290,913	\$ 289,596	\$ 304,572
Beach Payback	\$ -	\$ 163,200	\$ -	\$ -	\$ -	\$ -
Special Projects Payback	\$ -	\$ 163,200	\$ -	\$ -	\$ -	\$ -
Total Sports Commission Expenses	\$ 3,172,442	\$ 4,208,784	\$ 4,989,987	\$ 4,989,987	\$ 4,988,670	\$ 5,332,325
Reserves	\$ 4,278,344	\$ 4,806,369	\$ 3,437,410	\$ 4,122,683	\$ 4,401,008	\$ 3,646,707
Total Sports Commission Expense Budget	\$ 7,450,786	\$ 9,015,153	\$ 8,427,397	\$ 9,112,670	\$ 9,389,678	\$ 8,979,032

Exhibit "A" continued

Palm Beach County Sports Commission FY 2025 Program Budget

	FY 23 Actual	FY 24 Adopted Budget	FY 24 Modified Budget	FY 24 Forecast	Proposed FY 25 Budget	FY 25 Budget vs FY 24 Modified Budget	% +/- FY 25 Budget vs FY 24 Modified Budget	FY 25 Budget vs FY 24 Forecast	% +/- FY 25 Budget vs FY 24 Forecast
Personnel									
Wages & Salaries	879,527	1,051,652	1,051,652	1,051,652	1,114,750	63,098	6.0%	63,098	6.0%
Employee Benefits	238,842	286,749	286,749	286,749	314,838	28,146	9.8%	28,146	9.8%
Payroll Taxes	60,610	80,549	80,549	80,549	85,418	4,869	6.0%	4,869	6.0%
Total Personnel	1,179,079	1,418,950	1,418,950	1,418,950	1,515,006	96,113	6.8%	96,113	6.8%
Marketing & Promotion									
Advertising	73,743	130,000	130,000	130,000	140,000	10,000	7.7%	10,000	7.7%
Business Development	305,673	405,344	405,344	405,344	550,000	144,656	35.7%	144,656	35.7%
Coop Marketing	56,474	72,000	72,000	72,000	35,000	-37,000	-51.4%	-37,000	-51.4%
Digital Media	55,655	102,000	102,000	102,000	120,000	18,000	17.6%	18,000	17.6%
Sales Entertainment	12,487	9,000	9,000	9,000	10,000	1,000	11.1%	-	11.1%
Event Hosting	14,718	16,720	16,720	16,720	25,000	8,280	49.5%	-	49.5%
Event Servicing	79,359	116,000	116,000	116,000	165,000	39,000	33.6%	-	33.6%
Familiarization Tours	7,757	18,000	18,000	18,000	14,000	-4,000	-22.2%	-4,000	-22.2%
Membership Dues	5,833	7,440	7,440	7,440	6,000	-1,440	-19.4%	-	-19.4%
Promotional Items	8,301	10,800	10,800	10,800	12,000	1,200	11.1%	1,200	11.1%
Registration Fees	6,719	9,200	9,200	9,200	7,000	-2,200	-23.9%	-	-23.9%
Trade Show	18,199	75,000	75,000	75,000	40,000	-35,000	-46.7%	-35,000	-46.7%
Travel & Per Diem	17,461	18,000	18,000	18,000	30,000	12,000	66.7%	12,000	66.7%
Facility Research	-	10,000	10,000	10,000	18,000	8,000	80.0%	8,000	80.0%
Website Design	-	10,000	10,000	10,000	60,000	50,000	500.0%	50,000	500.0%
Total Marketing & Promotion	662,379	1,009,504	1,009,504	1,009,504	1,222,000	212,496	21.0%	212,496	21.0%
General & Administrative									
Accounting Fees	15,640	15,000	15,000	15,000	18,000	3,000	20.0%	3,000	20.0%
Legal Fees	1,183	2,500	2,500	2,500	-	-2,500	-100.0%	-2,500	-100.0%
Professional Fees - other	23,052	25,000	25,000	25,000	37,500	12,500	50.0%	12,500	50.0%
Temporary Labor	2,950	28,000	28,000	28,000	30,000	2,000	7.1%	2,000	7.1%
Bank Fees	1,150	1,500	1,500	1,500	1,500	0	0.0%	0	0.0%
Computer Hardware	4,286	2,400	2,400	2,400	2,500	100	4.2%	100	4.2%
Computer Software	1,482	5,200	5,200	5,200	2,500	-2,700	-51.9%	-2,700	-51.9%
Insurance	18,193	22,000	22,000	22,000	24,000	2,000	9.1%	2,000	9.1%
Mileage Reimbursement	3,554	6,000	6,000	6,000	6,500	500	8.3%	500	8.3%
Office Equipment Maintenance	-	600	600	600	650	50	8.3%	50	8.3%
Office Furniture & Equipment	181	600	600	600	650	50	8.3%	50	8.3%
Information Technology	12,871	26,000	26,000	26,000	27,000	1,000	3.8%	1,000	3.8%
Postage	967	1,900	1,900	1,900	1,000	-900	-47.4%	-900	-47.4%
Printing & Copying	-	5,600	5,600	5,600	5,800	200	3.6%	200	3.6%
Publications & Subscriptions	14,600	12,000	12,000	12,000	15,000	3,000	25.0%	3,000	25.0%
Rent - Office Equipment	15,413	13,800	13,800	13,800	14,500	700	5.1%	700	5.1%
Rent - Facility/Board Meetings	798	600	600	600	681	81	10.2%	81	10.2%
Rent - Offsite Storage	8,634	6,111	6,111	6,111	6,500	389	6.4%	389	6.4%
Staff Development & Education	2,500	5,400	5,400	5,400	5,800	400	7.4%	400	7.4%
Office Supplies	6,481	4,800	4,800	4,800	4,800	0	0.0%	0	0.0%
Internet & TV	2,153	2,100	2,100	2,100	2,400	300	14.3%	300	14.3%
Website Hosting & Maintenance	5,543	7,080	7,080	7,080	7,000	-80	-1.1%	-80	-1.1%
Total General & Administrative	141,631	194,191	194,191	194,191	214,261	20,070	10.3%	20,070	10.3%
Total Contractual Expenses	1,983,090	2,622,645	2,622,645	2,622,645	2,951,324	328,679	12.5%	328,679	12.5%
Marketing Stimulus (Reserve)	493,509	-	-	-	-	-	0.0%	-	-
Transfer Out - ERM - Beaches Payback	163,200	-	-	-	-	-	0.0%	-	-
Marketing Stimulus - Special Project Payback	163,200	-	-	-	-	-	0.0%	-	-
Marketing Stimulus - Reserves	-	-	-	-	-	-	0.0%	-	-
Total Stimulus	819,909	-	-	-	-	-	0.0%	-	-
County Direct Expenses (Indirect to PBCSC)									
Grants	966,597	1,826,429	1,826,429	1,826,429	1,326,429	-500,000	-27.4%	-500,000	-27.4%
Special Event Funding	230,000	250,000	250,000	250,000	750,000	500,000	200.0%	500,000	200.0%
BOCC Indirect Cost (CAM/Rent)	81,372	90,546	90,546	90,546	95,075	4,529	5.0%	4,527	5.0%
County Direct Cost (Inspector General)	-	-	-	-	-	-	0.0%	0	0.0%
County Direct Cost (ISS)	-	-	-	-	-	-	0.0%	0	0.0%
TDC Charge-off	59,770	133,654	133,654	126,839	141,458	7,804	5.8%	14,619	11.5%
Tax Collector Fees	68,046	66,713	66,713	67,359	68,039	1,326	2.0%	680	1.0%
Total Indirect Expense	1,405,785	2,367,342	2,367,342	2,361,175	2,381,001	13,659	0.6%	19,826	0.8%
Total Sports Commission Expense	4,208,784	4,989,987	4,989,987	4,983,820	5,332,325	342,338	6.9%	348,505	7.0%
Total Sports Commission Reserve	4,806,369	3,437,410	4,122,683	4,405,858	3,646,707	-475,976	-13.8%	(759,151)	-17.2%
Total Sports Commission Available Funds	9,015,153	8,427,397	9,112,670	9,389,678	8,979,032	-133,638	-1.6%	(410,646)	-4.4%

**Palm Beach County Sports Commission
Year-End Performance Measures**

Exhibit "E"

Objective	STATUS	Performance Indicator	Actual FY 2021	Actual FY 2022	Actual FY 2023	FY 2024 Goal	FY 2025 Goal
Generate sports related room nights.	Completed	Total Room Nights	230,342	293,822	314,333	276,595	285,000
Submission of bids/proposals for tourism events	Completed	Bids Submitted or Assisted	102	102	112	125	128
Organize site visits to recruit events/activities to Palm Beach County	Completed	Site Visits	39	40	49	49	50
Host or supported sports events/activities	Completed	Sports Commission Hosted Events	149	178	196	178	183
Host events that promote Palm Beach County through national or international television coverage.	Completed	Hosted events with a nationally/global televised broadcast	17	19	20	19	20
New sporting events - actual room nights	Completed	Hosted non-repeat events creating new room nights	49,320	78,863	90,332	41,250	48,000

**Palm Beach County Sports Commission
Organizational Chart
Exhibit H 2025**

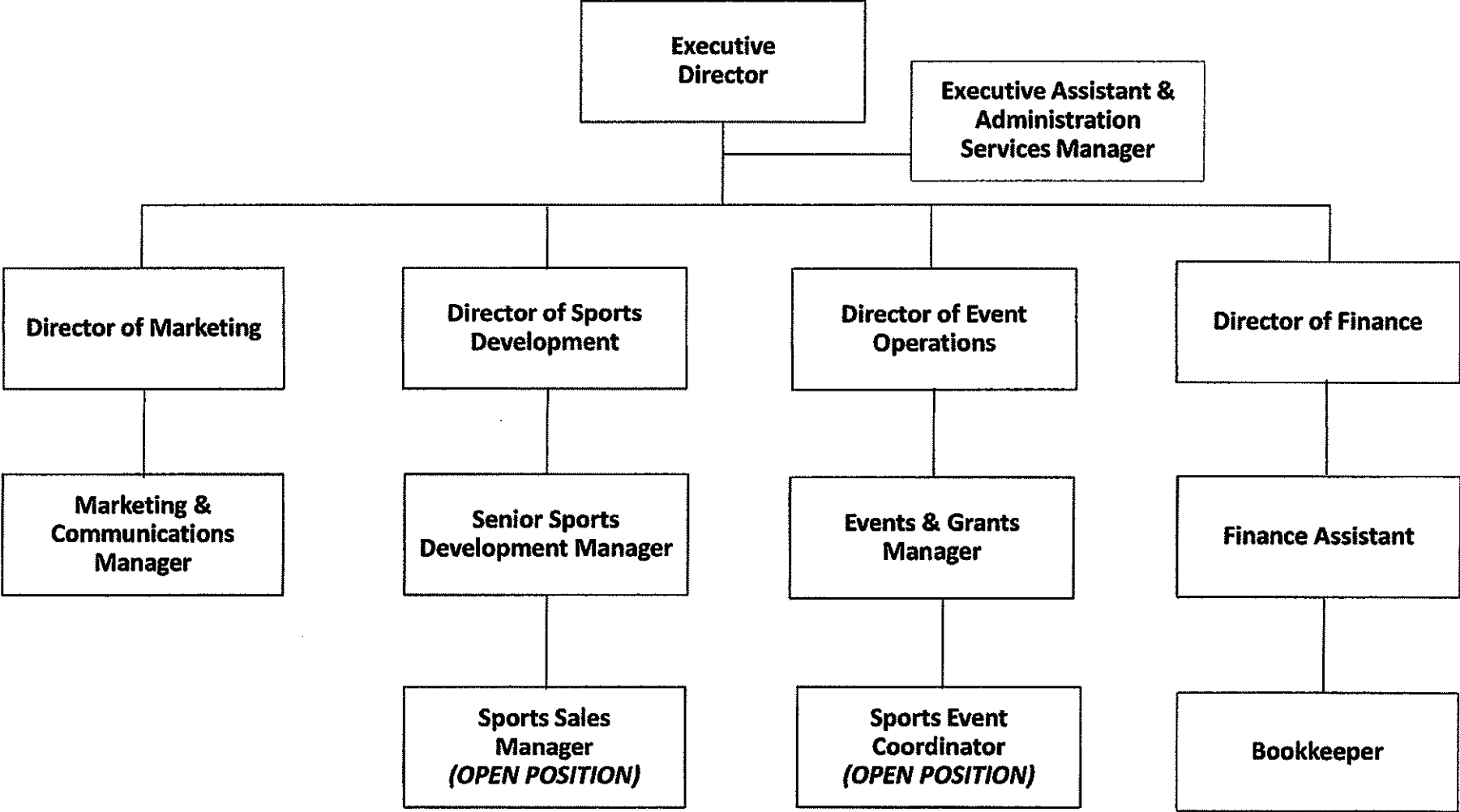


EXHIBIT "L"

PROCUREMENT POLICY

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

I. General

- a. Fully Budgeted. Sports 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 Sports 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 Sports 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 Sports's best interests in the performance of its duties, obligations and functions as provided in this Agreement.
- d. Vendor List. Sports 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. Sports will solicit bids, quotes, or proposals from responsible prospective suppliers, vendors or contractors obtained from Sports'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 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. Sports holds approval authority and may execute contracts for all purchases up to \$50,000.
- c. Between \$50,000 and up to \$100,000. Sports shall obtain the approval of the Executive Director of the TDC prior to executing contracts or proceeding with purchases.
- d. Over \$100,000. Sports 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 Sports, Sports 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, Sports'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 Sports'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 Sports 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, Sports 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 Sports's request is approved by the Board, Sports 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, Sports 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 Sports must obtain a minimum of three (3) written quotes for each item or group of items needed. To solicit quotes, Sports 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 Sports. Should Sports 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 Sports 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 Sports'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. Sports may elect to conduct direct outreach by emailing or mailing prospective bidders/respondents a copy of the IFB/RFS. Should Sports 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 Sports 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. Sports will not proceed to advertise the RFP/IFB prior to obtaining approval by the Executive Director of the TDC.
 - v. Sports will advertise the RFP/IFB on Sports'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. Sports 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) Sports President & CEO, (2) TDC Executive Director, (3) Sports Chair or designee, (4) TDC Board member, (5) Sports 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 Sports's Executive Committee or Sports's Board, as dictated by the its By-Laws.
 - x. Following a recommendation of approval by Sports's Executive Committee or Board, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC Board. If Sports'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, Sports 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 Sports, and that good or service is available through only one (1) source as determined by a reasonably thorough analysis of the marketplace.
- i. Sports 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. Sports 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. Sports 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 Sports.

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 Sports. 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. Sports 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, Sports may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals.

Exhibit "M"



CERTIFICATE OF LIABILITY INSURANCE

PALMBEA-09

DMOYER

DATE (MM/DD/YYYY) 9/29/2023

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: Plastridge Insurance Agency, 10337 N. Military Trail, Palm Beach Gardens, FL 33410. CONTACT NAME: PLASTRIDGE, PHONE: (561) 630-4955, FAX: (561) 630-4966, E-MAIL ADDRESS: palmbeachdocs@plastridge.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Ins Co. (NAIC # 18058), INSURER B: Technology Insurance Company (42376), INSURER C: Federal Insurance Company (20281), INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Directors & Officers, and Crime.

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

CERTIFICATE HOLDER: Palm Beach County Board of County Commissioners, FDO, 2633 Vista Parkway, West Palm Beach, FL 33411. 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: [Signature]

