

Agenda Item #: 5H-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	12/19/23	<input type="checkbox"/>	Consent	<input checked="" 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: an Agreement with the PGA TOUR, INC. (PGA), for the term December 19, 2023, through December 18, 2024, for the total budgeted amount of \$1,250,000.

Summary: Approval of this Agreement establishes the expenditure of \$1,250,000 in tourist development tax revenues for presenting sponsor rights, requiring "IN THE PALM BEACHES" to be included in the official tournament name, as follows: "[Title Sponsor Name] CLASSIC IN THE PALM BEACHES". PGA has produced an annual Professional Golf Association Tournament featuring professional golfers with which PGA has agreements for participation at PGA National Resort in Palm Beach Gardens, Florida since 1972. The 2024 tournament will be played February 26, 2024 – March 3, 2024, at PGA National Resort. The Agreement provides for an initial payment of \$625,000 to be paid on or before February 26, 2024, and the remainder being paid on or before April 17, 2024. PGA will be responsible for all activities and services regarding the planning, organization, production, and operation of the tournament and shall be responsible for the full cost of such activities and services. The Agreement also requires PGA to provide the County with certain deliverables such as, branding placement, media presence, and activations hosted by the Tourist Development Council, Palm Beach County Sports Commission, Inc., and Discover the Palm Beaches, Inc. Countywide (YBH)

Background and Policy Issues: Since 2003, the BCC has approved grants in support of the PGA hosted professional golf tournament, held at PGA National Resort. This tournament proved to be successful and provided national exposure to Palm Beach County. After the 2023 tournament, the long-time sponsor, Honda Motor Company, Ltd., ended its relationship with PGA, allowing for a name change and new terms for naming rights, and now it is the desire of the TDC, the Palm Beach County Sports Commission, Inc., and Discover the Palm Beaches, Inc., for BCC to enter into a new agreement for a larger presence by branding the tournament the "[Title Sponsor Name] CLASSIC IN THE PALM BEACHES", and securing its location in the County. This Agreement is now being submitted for approval.

Attachment:

1. PGA TOUR, Inc. Agreement for Presenting Sponsor Rights of the "[Title Sponsor Name] CLASSIC IN THE PALM BEACHES" with Exhibits and COI.

Recommended by: 

Department Director

Date: 12/18/23

Approved By: 

County Administrator

Date: 12/19/23

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND PGA TOUR, INC. FOR PRESENTING SPONSOR RIGHTS OF
A GOLF TOURNAMENT**

This **AGREEMENT** is made as of the 1st day of December, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**), and **PGA TOUR, INC. (TOUR) (singularly, PARTY and collectively, PARTIES)**, authorized to do business in the State of Florida, whose Federal I.D. is 52-0999206.

WHEREAS, TOUR has produced an annual Professional Golf Association Tour Tournament, (**TOURNAMENT**), featuring professional golfers with which **TOUR** has **AGREEMENTs** for participation at PGA National Resort in Palm Beach Gardens, Florida since 1972; and

WHEREAS, COUNTY desires to be a presenting sponsor and have “IN THE PALM BEACHES” included as part of the official **TOURNAMENT** name, as follows: “[Title Sponsor Name] CLASSIC IN THE PALM BEACHES”; and

WHEREAS, the COUNTY has determined that the **TOURNAMENT** will provide benefits to tourists, residents, and businesses in the **COUNTY** by bringing golf enthusiasts to the **COUNTY** for the duration of the **TOURNAMENT**; and

WHEREAS, the COUNTY, through its Tourist Development Council (TDC), as well as the Palm Beach County Sports Commission, Inc. (SPORTS) and Discover the Palm Beaches, Inc. (DISCOVER) desire to cooperate in the implementation of the TOURNAMENT; and

WHEREAS, the COUNTY and TOUR desire to establish the terms and conditions for the **COUNTY’s** participation as a presenting sponsor of the **TOURNAMENT**, as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the PARTIES hereby agree:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Purpose. The purpose of this **AGREEMENT** is to establish the terms and conditions for the **PARTIES** to mutually participate in the **TOURNAMENT**, which shall take place February 26-March 3, 2024.
3. Effective Date. This **AGREEMENT** shall become effective on the date executed by the **COUNTY**.
4. Term. The Term of this **AGREEMENT** will commence on the Effective Date as set forth herein and terminate on December 18, 2024.
5. Funding. The total funding to be provided by the **COUNTY** under this **AGREEMENT** shall not exceed \$1,250,000.

6. COUNTY Obligations. The **COUNTY** agrees to:

- (a) Provide payments to the **TOUR** as outlined in **EXHIBIT A**, half to be paid on or before February 26, 2024, and the remaining balance to be paid on or before April 17, 2024.
- (b) Provide logos for sponsorship recognition, including logos for the **COUNTY**, **TDC**, **SPORTS** and **DISCOVER**, which logos shall be used for banners, billboards, media, and advertising, as provided in **EXHIBIT B**.

7. TOUR Responsibilities and Deliverables.

- (a) **TOUR** shall include the phrase “IN THE PALM BEACHES” as part of the official name of the **TOURNAMENT**, as follows: “[Title Sponsor Name] CLASSIC IN THE PALM BEACHES.”
- (b) **TOUR** shall host the **TOURNAMENT** at PGA National Resort in accordance with the responsibilities and deliverables set forth herein and attached as **EXHIBIT B**.
- (c) **TOUR** shall provide all activities and services regarding the planning, organization, production, and operation of the **TOURNAMENT** and shall be responsible for the full cost of such activities and services and the provision of such responsibilities and deliverables.
- (d) **TOUR** shall be responsible for securing use of PGA National Resort and coordinating the **TOURNAMENT**.
- (e) **TOUR** shall be responsible for securing and coordinating all media coverage for the **TOURNAMENT**.
- (f) The ownership of the **TOURNAMENT** shall remain with the **TOUR**.

8. Event Monitoring and Evaluation. The **COUNTY** shall monitor and conduct an evaluation of compliance with this **AGREEMENT**. **TOUR** shall provide County representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TDC staff and board members, **SPORTS** staff, **DISCOVER** staff, and board members, and guests (collectively, **COUNTY REPRESENTATIVES**) full access, including but not limited to parking, meals and entertainment, without cost to the **TOURNAMENT** and to any other key stakeholder events to observe, encourage, and/or monitor the **TOUR**'s program, procedures, and operations under this **AGREEMENT** or to discuss the **TOURNAMENT** with the **TOUR**'s personnel. Such participation shall be reasonable relative to any such event's capacity restrictions, and overall purpose and shall be determined by **COUNTY**, in consultation with **TOUR**. To encourage and facilitate **COUNTY**'s participation, as part of the consideration for this **AGREEMENT**, **TOUR** shall provide a reasonable number, as determined by the **COUNTY**, of complimentary tickets to the **COUNTY** and to key stakeholder events during the term of this **AGREEMENT** to the **COUNTY** for further distribution to **COUNTY REPRESENTATIVES**. The **COUNTY** hereby authorizes **TOUR** to provide such access directly to the **COUNTY REPRESENTATIVES** on the **COUNTY**'s behalf. In so doing, **TOUR** shall take all reasonable efforts to communicate to the **COUNTY REPRESENTATIVES** that the access to the event and to any key stakeholder

events is being provided pursuant to this **AGREEMENT**, and that the **COUNTY** is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by **COUNTY** at any time for any reason upon notice to **TOUR**.

9. Force Majeure. In the event of a force majeure event that results in the cancellation of the **TOURNAMENT**, then no **PARTY** shall be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of any **PARTY** and without the **PARTY'S** fault or negligence. Such causes include, but are not limited to:
- Natural or public health emergencies or pandemics and epidemics, including but not limited to, those caused by bacteria or virus and related actions, regulations, or decrees by federal, state, or local government or by a sport governing body or authority;
 - Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or natural explosions.
 - War, acts of terrorism, explosions, or manmade biological attack;
 - Acts of government authorities such as exportation, condemnation, and changes in laws and regulations (such acts are not compensable under this **AGREEMENT**); and strikes and labor disputes;
 - **COUNTY'S** declaration of a state of emergency (healthcare or other).

If the **TOURNAMENT** for which a pre-payment was made is cancelled and does not occur due to a force majeure event, **COUNTY** will be reimbursed for those payments, minus verifiable documented direct expenditures **TOUR** has made towards the **TOURNAMENT** and any non-cancellable obligations incurred by **TOUR** under this **AGREEMENT** (after all mitigation efforts) which expenditures must be dated and occurring prior to the notification of the Force Majeure cancellation. No overhead, profit, or internal expenditures shall be included as verifiable documented expenditures. **TOUR** shall provide invoices and paid receipts in order to document expenditures made to date of cancellation. Thereafter, **COUNTY** and **TOUR** shall be relieved of all obligations under this **AGREEMENT** relating to such cancelled **TOURNAMENT**. Notwithstanding the forgoing, in the event that **TOUR** postpones or delays the **TOURNAMENT** due to a force majeure event, then **TOUR** shall have the right to elect to stage, produce and distribute the live **TOURNAMENT** on its rescheduled date and/or time and to provide **COUNTY** with the applicable sponsorship and advertising benefits hereunder in accordance with all the terms hereof in connection with the rescheduled **TOURNAMENT** (including, without limitation, any payments described on Exhibit A and all benefits under Exhibit B), in which case all of the **COUNTY** and **TOUR's** rights herein shall survive. For clarity, the foreseeability of an event shall not be a disqualifying factor in a determination of whether such event is considered a force majeure event hereunder.

10. Authority to Execute This **AGREEMENT**. Any person executing this **AGREEMENT** hereby warrants and represents that he or she has received all corporate, government, association, or entity authorization necessary to enter this **AGREEMENT**.
11. Notices. All notices required under this **AGREEMENT** shall be in writing and shall be personally delivered; sent certified mail, return receipt requested; or e-mail with verbal confirmation to:

As to the County:

Emanuel Perry, Executive Director
Palm Beach County Tourist
Development Council 2195
Southern Boulevard, Suite 500
West Palm Beach, Florida 33406

561-233-3133

with a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225

Verdenia C. Baker County Administrator Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401
561-355-6726

George Linley, Executive Director
Palm Beach County Sports Commission
2195 Southern Blvd., Suite 550
West Palm Beach, FL 33406

Milton Segarra, President & CEO
Discover the Palm Beaches
2195 Southern Blvd, Suite 400
West Palm Beach, FL 33406

As to TOUR:

Chief Legal Officer
PGA TOUR, Inc.
1 PGA TOUR Boulevard
Ponte Vedra Beach, FL 32082

These names and addresses can be modified at any time by written notice to the remaining signatories to this **AGREEMENT**.

12. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.
13. Filing. A copy of this **AGREEMENT** shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
14. Indemnification. **TOUR** shall protect, defend, reimburse, indemnify and hold **COUNTY**, its agents, employees and elected officers harmless from and against all third-party claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this **AGREEMENT** or due to the acts or omissions of **TOUR**.
15. Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the **TOUR**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., the **TOUR** shall comply with the requirements of Section 119.0701, Florida Statutes, as

it may be amended from time to time The **TOUR** is specifically required to:

- (a) Keep and maintain public records required by the **COUNTY** to perform services as provided under this **AGREEMENT**.
- (b) Upon request from the **COUNTY'S** Custodian of Public Records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The **TOUR** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the **AGREEMENT** term and following completion of the **AGREEMENT**, if the **TOUR** does not transfer the records to the public agency.
- (d) Upon completion of the **AGREEMENT** the **TOUR** shall transfer, at no cost to the **COUNTY**, all public records in possession of the **TOUR** unless notified by **COUNTY'S** representative/liaison, on behalf of the **COUNTY'S** Custodian of Public Records, to keep and maintain public records required by the **COUNTY** to perform the service. If the **TOUR** transfers all public records to the **COUNTY** upon completion of the **AGREEMENT**, the **TOUR** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the **TOUR** keeps and maintains public records upon completion of the **AGREEMENT**, the **TOUR** shall meet all applicable requirements for retaining public records. All records stored electronically by the **TOUR** must be provided to **COUNTY**, upon request of the **COUNTY'S** Custodian of Public Records, in a format that is compatible with the information technology systems of **COUNTY**, at no cost to **COUNTY**.
- (e) Failure of the **TOUR** to comply with the requirements of this article shall be a material breach of this **AGREEMENT**. **COUNTY** shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. **TOUR** acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE TOUR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOUR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

16. Inspector General. Palm Beach County has established the office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is

not limited to the power to review past, present, and proposed COUNTY contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of TOUR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. TOUR's 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.

17. Non-Discrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Parties warrant and represent that throughout the term of the AGREEMENT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the AGREEMENT.
18. Remedies. This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the AGREEMENT will be held in Palm Beach County, Florida. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this AGREEMENT is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a Party to this AGREEMENT, including but not limited to, any citizen or employees of the COUNTY.
19. Governing Law/Venue/Waiver. This AGREEMENT shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the AGREEMENT will be held in Palm Beach County and the AGREEMENT will be interpreted according to the laws of Florida. **BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
20. Non-Discrimination. The COUNTY is committed to assuring equal opportunity in the award of AGREEMENTs and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Parties warrant and represent that throughout the term of the AGREEMENT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the AGREEMENT.
21. Insurance. The TOUR shall maintain at its sole expense, in force and effect at all times during the term of this AGREEMENT, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the AGREEMENT. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by

TOUR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **TOUR** under the **AGREEMENT**. **TOUR** agrees to notify the **COUNTY** at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- (a) Commercial General Liability: **TOUR** shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents", "Palm Beach County Sports Commission, Inc.", and "Discover the Palm Beaches, Inc.", as an Additional Insured. A copy of the endorsement shall be provided to **COUNTY, SPORTS, and DISCOVER** upon request.

- (b) Workers' Compensation Insurance & Employer's Liability: **TOUR** shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- (c) Professional Liability: **TOUR** shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. For policies written on a "claims-made" basis, **TOUR** warrants the Retroactive Date equals or precedes the effective date of this **AGREEMENT**. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this **AGREEMENT**, **TOUR** shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the **AGREEMENT** term. The requirement to purchase a SERP shall not relieve the **TOUR** of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- (d) Waiver of Subrogation: Except where prohibited by law, **TOUR** hereby waives any and all rights of Subrogation against the **COUNTY**, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss **AGREEMENT** to waive subrogation without an endorsement, then **TOUR** shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should **TOUR** enter into such an **AGREEMENT** on a pre-loss basis.
- (e) Certificates of Insurance: On execution of this **AGREEMENT**, renewal, within forty-eight (48) hours of a request by **COUNTY**, and upon expiration of any of the required coverage throughout the Term of this **AGREEMENT**, the **TOUR** shall deliver to the **COUNTY** or **COUNTY's** designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this **AGREEMENT** have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners and may be

addressed:

c/o Department

Using the address as indicated in the "Notices" article or another address on **AGREEMENT** of the parties.

- (f) Right to Revise or Reject: **COUNTY**, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.
22. Severability. In the event that any provision of this **AGREEMENT** is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this **AGREEMENT**.
23. Public Entity Crimes. As provided in F.S. 287.132-133, by entering into this **AGREEMENT** or performing any work in furtherance hereof, **TOUR** certifies that it, its affiliates, subcontractors, consultants, and to its knowledge the **TOUR**'s suppliers, who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
24. Scrutinized Companies.
As provided in F.S. 287.135, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **TOUR** certifies that it, its affiliates, subcontractors, consultants, and to its knowledge the **TOUR**'s suppliers who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if **TOUR** is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this **AGREEMENT** may be terminated at the option of the **COUNTY**.
When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **TOUR** certifies that it, its affiliates, subcontractors, consultants, and to its knowledge the **TOUR**'s suppliers who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
If the **COUNTY** determines, using credible information available to the public, that a false certification has been submitted by **TOUR**, this **AGREEMENT** may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this **AGREEMENT** shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of **AGREEMENT** renewal, if applicable.
25. Counterparts. This **AGREEMENT**, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same **AGREEMENT**. The **COUNTY** may execute the **AGREEMENT** through electronic or manual means. **TOUR** shall execute by manual means only, unless the **COUNTY** provides otherwise.
26. E-Verify-Employment Eligibility. **TOUR** warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the work authorization status of all new employees; and (2) has verified that all of **TOUR**'s subcontractors performing the duties and obligations of this **AGREEMENT** are registered with the E-Verify System, and use the E-Verify System to electronically verify the work authorization status of all new employees.

TOUR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section

448.095(1)(f), Florida Statutes, as may be amended. **TOUR** shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this **AGREEMENT** which requires a longer retention period.

COUNTY shall terminate this **AGREEMENT** if it has a good faith belief that **TOUR** has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If **COUNTY** has a good faith belief that **TOUR**'s subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, **COUNTY** shall notify **TOUR** to terminate its contract with the subcontractor and **TOUR** shall immediately terminate its contract with the subcontractor. If **COUNTY** terminates this **AGREEMENT** pursuant to the above, **TOUR** shall be barred from being awarded a future contract by **COUNTY** for a period of one (1) year from the date on which this **AGREEMENT** was terminated. In the event of such contract termination, **TOUR** shall also be liable for any additional costs incurred by **COUNTY** as a result of the termination.

27. Entirety of **AGREEMENT**. The Parties agree that this **AGREEMENT**, together with any attached exhibits, sets forth the entire **AGREEMENT** between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this **AGREEMENT** may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.
28. License to use marks. A copy of the official **TOURNAMENT logo (the "TOURNAMENT MARK")** will be provided by the **TOUR** to the **COUNTY** for mutually agreed upon uses, as provided herein. **COUNTY** agrees that all right, title, and interest to the **TOURNAMENT MARK** are vested in the **TOUR**. During the Term, **TOUR** grants to **COUNTY**, **TDC**, **SPORTS** and **DISCOVER**, the non-exclusive, non-transferable, non-assignable and indivisible right and license to use the **TOURNAMENT MARK** in accordance with the **AGREEMENT**. Nothing herein shall grant **COUNTY** any right or license to use other names, trademarks, trade names and/or service names of **TOUR**. **COUNTY** agrees that all uses of the **TOURNAMENT MARK** shall be subject to **TOUR**'s prior approval in each instance, which approval shall not be unreasonably withheld, conditioned, or delayed.

COUNTY grants **TOUR** a non-exclusive, non-transferable, non-assignable, and indivisible and royalty-free right and license to use the **COUNTY** name and/or logo, as provided by **COUNTY**, which may be incorporated into the **TOURNAMENT MARK** hereunder, solely in connection with identification and promotion of **COUNTY**'s participation and association with the **TOURNAMENT**.

(Remainder of Page left intentionally blank)

WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT on behalf of the COUNTY and TOUR has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

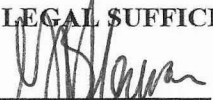
By: _____
Maria Sachs, Mayor

PGA TOUR, INC.

By: DocuSigned by: Leonard D. Brown, Jr. 12/18/2023
TOUR314A5A5A5E
Signature
Leonard D. Brown, Jr.
By: Chief Legal Officer
Name and Title

APPROVED
Chief Financial Officer 12/18/2023
CS
Chief Legal Officer 12/18/2023
LT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Yelizaveta Herman
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: DocuSigned by: Emanuel Perry
187F50C7C13F47E...
Emanuel Perry
Department Director

EXHIBIT A

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PGA TOUR, INC. FOR
PRESENTING SPONSOR RIGHTS FOR A GOLF TOURNAMENT**

PAYMENT SCHEDULE

Although the COUNTY's funding and coordination of activities under this AGREEMENT is anticipated to be at least partially completed by and through SPORTS and DISCOVER, the COUNTY is ultimately responsible for the COUNTY's responsibilities and obligations under this AGREEMENT.

Paid on or before February 26, 2024	Paid on or before April 17, 2024
\$625,000	\$625,000

EXHIBIT B

AGREEMENT BETWEEN PALM BEACH COUNTY AND PGA TOUR, INC. FOR PRESENTING SPONSOR RIGHTS FOR A GOLF TOURNAMENT

DELIVERABLES

Deliverables verified by Tourist Development Council Executive Director by signature on final invoice.

TOUR shall provide the following:

1. Branding of the **TOURNAMENT** as “[title sponsor name] CLASSIC IN THE PALM BEACHES” (Branding).
2. Branding on front of caddie vests.
3. Branding on mesh fencing, official pin flags, and tee fences.
4. Branding on **TOURNAMENT** entrance, directional signage, banners, and course maps.
5. Discover the Palm Beaches activation area between holes 10, 11, and 17 to include 40 foot Cabana Tent activation site inclusive of video board, custom vinyl graphics and signage production featuring The Palm Beaches logo, furniture package, and concession and bar location featured within activation footprint.
6. Private sky suite on 18th green for One Hundred (100) guests per day, inclusive of food and beverage.
7. On-site valet parking for fifty (50) guests per day.
8. One Hundred (100) Bear Trap tickets per day, food and beverage for purchase.
9. One (1) full-page four-color daily pairing’s guide acknowledgment.
10. One (1) full-page four-color **TOURNAMENT** program acknowledgment.
11. Two (2) **SPORTS** branded charging stations, placed in 18th green sky suite.
12. **SPORTS** brand placement on official player walkway bridge sign – logo and messaging to be provided by **SPORTS**.
13. **COUNTY**, **SPORTS** and **DISCOVER** link on **TOURNAMENT** website.
14. 100 high resolution photos after the **TOURNAMENT**.
15. Monday Pro-Am playing positions – Four (4) positions (One (1) group)
16. Entitlement to Monday Pro-Am

17. Media
 - Golf Channel – Minimum three (3) hours of live broadcast Thursday – Friday
 - Golf Channel – Minimum two (2) hours of live lead-in broadcast Saturday – Sunday
 - NBC – Minimum three (3) hours of live broadcast television Saturday – Sunday
 - ESPN+ – Minimum of four (4) simultaneous live feeds each day
 - Prior to each broadcast
 - One (1) featured group feed covering two (2) groups
 - One (1) featured hole feed covering two (2) holes
 - During Broadcast
 - Two (2) featured group feeds, covering two (2) groups
 - Two (2) featured hole feeds, covering two (2) holes

- Destination exclusivity during **TOURNAMENT** simulcast
- Editorial/audio mentions

18. Domestic Television Advertising Package

- TV
 - Golf Channel Ad Units – eight (8) total units
 - Four (4) units aired in live coverage
 - Four (4) units aired in replay coverage
 - All ad units are thirty seconds (:30s)
 - NBC Ad Units – six (6) total Units, 30 seconds each
 - All units aired in live coverage
 - All ad units are thirty seconds (:30s)
- Domestic National Promotion
 - Logo and Name inclusion in national tune-in promotion on NBC and Golf Channel

19. Digital and Social Media

- a. Six (6) designated Facebook posts on **TOURNAMENT** page for **SPORTS** and **DISCOVER**, equal split
- b. Four (4) designated e-blasts to **TOURNAMENT** patron database.

20. Digital exposure via **TOURNAMENT** logo and name (year-round branding on PGATOUR.com, Tournament site, and social media platforms).

21. 20% share of voice of ad inventory within **TOURNAMENT** hub pages (non-scoring) on PGATOUR.com

22. PGA TOUR LIVE on ESPN+ :15 second mid-roll media; 20,000 anticipated impressions