

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 10, 2025	<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


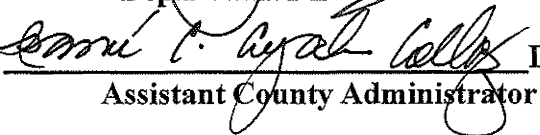
Motion and Title: Staff recommends motion to receive and file: two (2) fully executed Palm Beach County FY2025, Category “G” Grant Agreements managed by the Palm Beach County Sports Commission, Inc. (Sports Commission), on behalf of the Palm Beach County Tourist Development Council (TDC) with:

- A. QuadLife Entertainment, LLC, for the promotion of the 2025 FuelTech Hydrodrag Nationals/World Championships held April 4 – 6, 2025, for the term January 4, 2025 – July 6, 2025. This grantee was approved by the TDC on February 13, 2025, in the amount of \$10,000; and
- B. Boca Raton Champions Golf Charities, Inc., for the promotion of the James Hardy Pro Football Hall of Fame Invitational, held March 31, 2025 – April 6, 2025, for the term October 30, 2024 – June 6, 2025. This grantee was approved by the TDC on September 12, 2024, in the amount of \$100,000.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. On June 7, 1994, the Board of County Commissioners (BCC) adopted Resolution R94-702, as amended, authorizing the County Administrator and/or the Executive Director of the TDC to enter into grant agreements with Category “G” (Sports) grantees after they have been approved by the TDC. Room nights generated for QuadLife Entertainment, LLC/2025 FuelTech Hydrodrag Nationals/World Championships were 848, and room nights generated for Boca Raton Champions Golf Charities, Inc./James Hardy Pro Football Hall of Fame Invitational were 3,816. Countywide (YBH)

Background and Justification: Since 1994, the Sports Commission has been partnering with Palm Beach County to bring sports tourism to Palm Beach County by, among other initiatives, overseeing the Sports grant agreements. The Sports Commission Agreement (Resolution 94-702, as amended) was adopted by the BCC to streamline the process of promoting, marketing, and increasing sports tourism to Palm Beach County. These Category “G” grants support and stimulate economic growth in Palm Beach County. The BCC granted the County Administrator and/or the Director of the TDC authority to execute Category “G” Agreements. These Grant Agreements have been executed on behalf of the BCC by the TDC Director in accordance with the authority delegated by the BCC and are now being submitted to the BCC to receive and file.

- Attachment:**
- 1. QuadLife Entertainment, LLC /2025 FuelTech Hydrodrag Nationals/World Championships with Exhibits A, B, C, D, E, COI, and Florida Statute 787.06 Affidavit (2)
 - 2. Boca Raton Champions Golf Charities, Inc./James Hardy Pro Football Hall of Fame Invitational Agreement with Exhibits A, B, C, D, E, COI, and Florida Statute 787.06 Affidavit (2)

Recommended by 	Date: 5/7/25
Department Director	
Approved By: 	Date: 5/20/25
Assistant County Administrator	

II. FISCAL IMPACT ANALYSIS

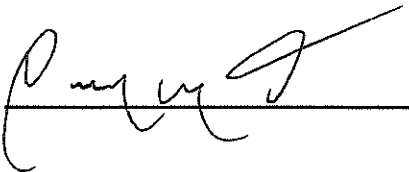
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$110,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$110,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

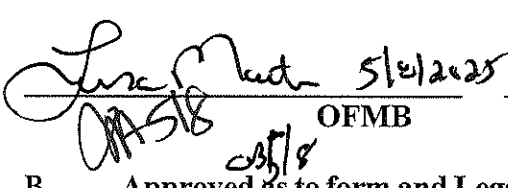
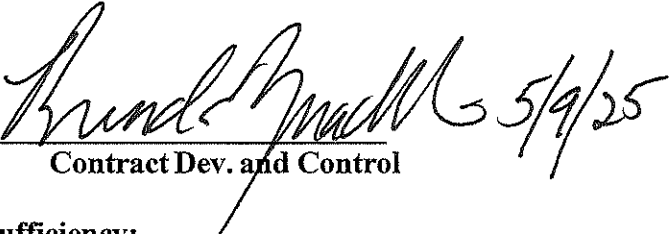
Budget Account No.: Fund 1457 Dept 710 Unit 7331 Object 8201
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Second, third, fifth, and sixth penny bed tax funding.

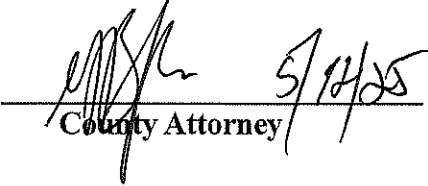
C. Department Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 5/21/25 OFMB  5/9/25
Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

 5/14/25
County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY G
GRANT AGREEMENT

This Grant Agreement is made and entered into this 3/28/2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and QUADLIFE ENTERTAINMENT, LLC, hereinafter referred to as "GRANTEE".

WHEREAS, the grant provided for herein by the COUNTY will assist the GRANTEE with expenses incurred in its tourism event described herein, hereinafter referred to as the "EVENT"; and

WHEREAS, COUNTY has determined that the subject EVENT will enable GRANTEE to provide an activity which will directly promote tourism in Palm Beach County, under special use Category "G" of Chapter 17, Article III, Section 17-116 of the Palm Beach County Code; and

WHEREAS, the expenditure of Tourist Development Tax Funds pursuant to this Grant Agreement has been found, determined and declared to be a county and public purpose by the Board of County Commissioners of COUNTY, under authority of Section 125.0104, Florida Statutes, and Ordinance No. 2000-011.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
GRANT DESCRIPTION

<u>GRANTEE:</u>	Name:	<u>QuadLife Entertainment, LLC</u>
Address:		<u>606 Hope Road</u>
		<u>Auburndale, FL 33823</u>
	Attn:	<u>William Tew</u>

- 1.1 **TOTAL AMOUNT OF GRANT: \$10,000 (Ten Thousand Dollars)**
- 1.2 **EVENT DESCRIPTION: 2025 FuelTech Hydrodrag Nationals/World Championships** and as further provided in Exhibit “A”,

attached hereto.
- 1.3 **EVENT BUDGET:** As provided in Exhibit B, attached hereto.
- 1.4 **SPONSORSHIP AGREEMENT:** As provided in Exhibit “C”, attached hereto.
- 1.5 **REPORTING SCHEDULE:** GRANTEE shall submit final report and request for reimbursement within sixty (60) days of last day of EVENT.
- 1.6 **PAYMENT SCHEDULE:** County will use its best efforts to reimburse within forty-five (45) days after submission of approved invoices and report.
- 1.7 **GRANT PERIOD: January 4, 2025 – July 6, 2025**

Only expenses incurred by GRANTEE during the Grant Period will be eligible for reimbursement.

- 1.8 **EVENT SCHEDULE: April 4-6, 2025**
- 1.9 **GRANT RESTRICTIONS:** This Grant is restricted to reimbursement for the following allowable expenses: Sanction Fees, Site Fees, Officials, Awards (non-monetary), Equipment, Rentals, Insurance, Security, Labor, Marketing (out of County), Event Production Materials as set forth by the Palm Beach County Tourist Development Funds Category G Grant Program Applications and Guidelines. Category G reimbursement funds are subject to the availability of Category G Tourist Development Tax Funds and cannot be used to match other Tourist Development Council, funded grant programs, nor can GRANTEE submit reimbursements requests for the same expense to more than one Tourist Development Council funded program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense submitted for reimbursement is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

1.10 **CALCULATED ROOM NIGHTS: 1,000 room nights**

1.11 **GRANT AGREEMENT SUBMISSION:** GRANTEE is required to submit three (3) signed copies of the Grant Agreement, with approved signatures, within thirty (30) days prior to event. If the Grant Agreements are not submitted within Thirty (30) days prior to event, the COUNTY may decline to move forward with approval and thus the GRANTEE would not then be eligible for reimbursement.

1.12 **REIMBURSEMENT RESTRICTIONS:** The Total Grant Amount set forth in Article 1.2 represents the maximum dollar amount available to GRANTEE under this Grant Agreement. The actual dollar amount reimbursable hereunder shall be dependent upon the number of eligible expenditures submitted for reimbursement and number of confirmed and verified room nights associated with the event, as more specially set forth in Exhibit E, attached hereto and made a part hereof.

ARTICLE II
CONDITIONS

2.1 **IMPLEMENTATION:** Palm Beach County has designated certain important responsibilities in the implementation of this Grant Agreement to the contract administrator to wit; the Palm Beach County Sports Commission, Inc., referred to hereinafter as "SPORTS COMMISSION". The SPORTS COMMISSION is a private nonprofit corporation contracting with Palm Beach County and is not a part of County government. SPORTS COMMISSION makes recommendations to COUNTY but cannot provide final approvals on behalf of County or incur any obligations on the part of COUNTY.

2.2 **EVENT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Event Description, attached hereto as Exhibit "A" and made a part hereof, and/or as restricted in Article 1.10. GRANTEE represents that the EVENT

provided for by this Grant Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved program description shall first be submitted to the SPORTS COMMISSION. Thereafter, the "SPORTS COMMISSION" shall convey such revised Event Description to the Executive Director of the Tourist Development Council for his/her approval. No expense related to a change in the Event Description will be reimbursed unless approved as provided herein.

2.3 EVENT BUDGET: All expenditures of Grant Funds shall be subject to the conditions and terms of this Grant Agreement. The GRANTEE's expenditure of Grant Funds must be only for the allowable expenses.

2.4 REPORTING: This EVENT is being funded with the expectation that it will directly promote Palm Beach County tourism by providing specifically described sporting events and/or activities which will be made available to and attended by visitors to Palm Beach County. To assist a determination of whether the EVENT is fulfilling, or has fulfilled, its purpose of directly promoting the COUNTY, the GRANTEE must supply the SPORTS COMMISSION with written reports and documentation demonstrating the EVENT's direct promotion of tourism in the COUNTY. These reports must be received by the SPORTS COMMISSION pursuant to the Reporting Schedule contained in Article 1.6. The SPORTS COMMISSION will submit said report to the Executive Director of the Tourist Development Council. The GRANTEE shall further submit program scheduled information to the SPORTS COMMISSION for Tourist Development funded publications by publication deadline. GRANTEE shall provide immediate notice to the SPORTS COMMISSION in the event that a funded EVENT or program is cancelled or rescheduled.

2.5 GRANT AMOUNT AND PAYMENT SCHEDULE: The total amount of the grant is specified in Article 1.2. By awarding this grant, COUNTY assumes no obligation to provide financial support of

any type that is not in compliance with the terms of this Agreement or that exceeds the total grant amount. The Grant Funds will be paid to the GRANTEE pursuant to the Payment Schedule specified in Article 1.7, subject to conditions of this Agreement, including, but not limited to, the requirements set forth in Articles 1.10, 1.11 and Article 2.7. Payments shall be solely payable from lawfully available Category G Tourist Development Tax Funds. In the event of a shortfall in projected Category G tourist development tax funds, it may be necessary to reduce the amount of the grant award. The SPORTS COMMISSION and COUNTY will determine the amount of the reduction and notify the GRANTEE about the reduction in advance and the reduction will take effect upon written notice by the COUNTY.

2.6 EVENT MONITORING AND EVALUATION: The SPORTS COMMISSION shall monitor and conduct an evaluation of compliance with this Agreement. GRANTEE shall provide County representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TOURIST DEVELOPMENT COUNCIL staff and board members, SPORTS COMMISSION staff and board members, and guests (collectively, COUNTY REPRESENTATIVES) full access, including but not limited to parking, meals and entertainment, without cost to the EVENT and to any other key stakeholder events to observe, encourage, and/or monitor the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROJECT with the GRANTEE'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 GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the EVENT and to

key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE 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 Grant 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 GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only EVENTS which advance, promote and further Palm

Beach County tourism shall receive Grant Funds. In accordance with this Grant Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items. No Grant Funds shall be advanced by COUNTY to, for or on behalf of, GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

From time to time during the Grant Period, but no more than sixty (60) days after the last day of the EVENT, GRANTEE shall submit to the SPORTS COMMISSION a Request for Payment of Grant Funds upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a Request for Payment of Grant Funds (hereinafter referred to as "REQUEST") by the SPORTS COMMISSION and Executive Director of the Tourist Development Council, the REQUEST shall be submitted by the SPORTS COMMISSION to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Grant Agreement and in accordance with law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-

payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices, substantiated proof of payment or performance of the goods and services invoices, proof of confirmed room nights verified in the manner set forth in Exhibit D, and any further documentation deemed necessary by the SPORTS COMMISSION or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any REQUEST unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law and subject to the conditions, if any, attached to said approval.

2.8 **ACCESS AND AUDIT:** 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 the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

2.9 **CREDITS:** The GRANTEE shall include the following credit designation in all news releases; print, radio, and television advertising; publications; and programs related to the EVENT:
"A Palm Beach County Tourist Development Council funded event.... supported by the Palm Beach County Sports Commission."



The credit designation/logo must be easily legible and/or audible. GRANTEE is required to contact the SPORTS COMMISSION at least ninety (90) days prior to event for logo and advertising specifications, welcome letters, or any other promotional items required.

2.10 LIABILITY AND INDEMNIFICATION: It is understood and agreed that the GRANTEE is merely a recipient of Grant Funds and an independent contractor and is not an agent, servant or employee of Palm Beach County, its Board of County Commissioners, the Palm Beach County Sports Commission, Inc., or the Palm Beach County Tourist Development Council. In the event a claim or lawsuit is brought against Palm Beach County, its Board of County Commissioners, the Palm Beach County Sports Commission, Inc., the Palm Beach County Tourist Development Council, or any of their directors, officers, agents, or employees, the GRANTEE hereby agrees to indemnify, save, hold harmless, and defend said persons and entities from any such claims, liabilities, causes of action, and judgments of any type whatsoever, arising out of or relating to the performance or operation of this Grant Agreement, the funding hereof, or GRANTEE's acts hereunder, and the GRANTEE shall pay all costs, attorney's fees, and expenses incurred by the aforementioned entities or persons in connection with such claims, liabilities or suits. This covenant of indemnification shall be supported and supplemented by liability insurance obtained by GRANTEE, which is acceptable to COUNTY's Risk Management Department of Palm Beach County as to form, type and amount of coverage. Such insurance shall, at a minimum, provide commercial general liability coverage with limits of not less than \$1 million (\$1,000,000.00) each occurrence combined single limit for bodily injury, including death, and property damage, as evidenced by a Certificate of Insurance. A signed current copy of the Certificate of Insurance shall be transmitted to the COUNTY within thirty (30) days prior to the start of the event and such insurance shall remain in effect throughout the days of the event as set forth in Article 1.9. PALM BEACH COUNTY and the PALM BEACH COUNTY SPORTS COMMISSION

shall be endorsed as Additional Insured and Certificate Holders in said policy of insurance, and the Certificate of Insurance shall so indicate. GRANTEE shall notify COUNTY of any cancellation of coverage within fifteen (15) days of GRANTEE's notice or provide to COUNTY evidence of replacement coverage effective on or before the date of cancellation.

2.11 ASSIGNMENT: The GRANTEE is not permitted in any manner to assign its rights or obligations under this Grant Agreement, and any purported assignment will be void.

2.12 INDEPENDENT CONTRACTOR RELATIONSHIP: The GRANTEE is, and shall be, in the performance of all work services and activities under this Grant Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Grant Agreement shall at all times, and in all places, be subject to the GRANTEE'S sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

2.13 COMPLIANCE: The GRANTEE agrees to abide by, and be governed by, all applicable laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Grant Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct the business or activity contemplated by GRANTEE.

2.14 AUTHORITY TO PRACTICE: The GRANTEE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

2.15 PERSONNEL: The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Grant Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY, either directly or as an employee of a COUNTY contractor or subcontractor.

All of the services required hereinunder shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

If applicable, all of the GRANTEE'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

2.16 E-VERIFY – EMPLOYMENT ELIGIBILITY: GRANTEE 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of GRANTEE'S subconsultants performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE 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)(k), Florida Statutes, as may be amended. GRANTEE 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 Grant Agreement which requires a longer retention period.

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

2.17 REMEDIES AND EXPENDITURE DEADLINE:

2.17.1 If the GRANTEE fails to comply with any of the provisions of this Grant Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the GRANTEE, and/or may terminate this Grant Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this Grant Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in tourism related sporting events or activities or which were not spent in compliance with this Agreement.

2.17.2 In the event that an EVENT or program for which GRANTEE has received funds is canceled and not replaced with an approved revised or rescheduled EVENT in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled EVENT or program.

2.17.3 The GRANTEE shall repay COUNTY for all unauthorized, illegal, or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized

expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.

2.17.4 In the event the GRANTEE ceases to exist, or ceases or suspends its operations for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the COUNTY and GRANTEE agrees to be bound by COUNTY's determination.

2.17.5 Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the Tourist Development Council within ten (10) days of the COUNTY's demand.

2.17.6 The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event GRANTEE does not produce or complete an EVENT in compliance with this Agreement or which furthers and promotes Palm Beach County tourism.

2.17.7 This Grant Agreement shall be governed by the laws of the State of Florida.

Any legal action necessary to enforce the Grant Agreement will be held in Palm Beach County. 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, 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 Grant 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 Grant Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.18 TERMINATION OF AGREEMENT: Notwithstanding anything contained in this Grant Agreement, COUNTY shall have the right to terminate this Grant Agreement, with or without cause, upon five (5) days written notice to GRANTEE. Additionally, COUNTY may terminate this Grant Agreement for cause effective immediately, on sending written notice to GRANTEE in the event COUNTY has not received and approved the required Certificate of Insurance prior to the event scheduled start date. In such case COUNTY shall be relieved of all obligations under this Grant Agreement effective immediately upon sending notice and Article 2.16 shall apply.

In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided Project Events may be rescheduled with the approval of the Executive Director of the Tourist Development Council. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;
3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.19 WRITTEN NOTICE: Any written notice required under this Grant Agreement shall be

sufficient if sent by certified mail as follows:

2.19.1 As to the GRANTEE: Addressed to the GRANTEE at the address specified in Article1.1.

2.19.2 As to the Sports Commission: Addressed as follows:

Executive Director of the Palm Beach County Sports Commission, Inc.
2195 Southern Boulevard, Suite #550
West Palm Beach, FL 33406

2.19.3 As to the COUNTY: Addressed as follows:

Executive Director of the Tourist Development Council
2195 Southern Boulevard, Suite #500
West Palm Beach, FL 33406

2.20 CONTRACT REPRESENTS TOTAL AGREEMENT: This Grant Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Grant Agreement unless made in writing signed by both parties and approved by appropriate action of the Executive Director of the Tourist Development Council as delegated by COUNTY.

2.21 NONDISCRIMINATION: The GRANTEE warrants and represents that 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 and expression, or genetic information. As a condition of entering into this Grant Agreement, the GRANTEE represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the GRANTEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the GRANTEE retaliate against any person for reporting instances of such discrimination. The GRANTEE shall provide equal

opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in the clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY’s relevant marketplace in Palm Beach County. The GRANTEE understands and agrees that a material violation of this clause shall be considered a material breach of the Grant Agreement and may result in termination of the Grant Agreement, disqualification or debarment of the GRANTEE from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to, any third party.

ARTICLE III
SPECIAL CONDITIONS

- 3.1 **ORDINANCE AMENDMENT:** Nothing in this Grant Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 2000-011 in accordance with Section 125.0104, Florida Statutes, at any time.
- 3.2 **PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE’s performance and COUNTY’s performance and obligation to pay under this Grant Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Grant Agreement, the availability of Tourist Development Tax funds designated in COUNTY’s Tourist Development Tax Plan for Category G, and an annual appropriation by the COUNTY for the purposes and uses described in this Grant Agreement.

ARTICLE IV

4.1 **AGREEMENT/APPROVAL AND AMENDMENT**

This Grant Agreement and all amendments thereto must be approved by the Executive Director of the Tourist Development Council of Palm Beach County, as delegated by the Board of County

Commissioners of Palm Beach County, Florida and shall not take effect until so approved.

4.2 **PUBLIC ENTITY CRIMES:** As provided in F.S.287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants 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).

4.3 **SEVERABILITY:** If any term or provision of this Grant Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Grant Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Grant Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V

5.1 **PUBLIC RECORDS:** The GRANTEE shall keep accurate and complete books and records of all receipts and expenditures of Grant Funds in conformance with reasonable accounting standards acceptable to the COUNTY. The GRANTEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Grant Agreement. The County shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE's place of business. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the GRANTEE:

(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S., the GRANTEE shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The GRANTEE is specifically required to:

(A) Keep and maintain public records required by the County to perform services as

provided under this Grant 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 GRANTEE 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 Grant Agreement term and following completion of the Grant Agreement, if the GRANTEE does not transfer the records to the public agency.
- (D) Upon completion of the Grant Agreement, the GRANTEE shall transfer, at no cost to the County, all public records in possession of the GRANTEE 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 GRANTEE transfers all public records to the County upon completion of the Grant Agreement, the GRANTEE shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Grant Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically by the GRANTEE 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.

Failure of the GRANTEE to comply with the requirements of this section shall be a material breach of this

Grant 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.

GRANTEE 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'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.

5.2 GRANT AGREEMENT SUBMISSION: GRANTEE shall execute the Grant Agreement through an approved COUNTY Electronic Signature Software. If GRANTEE is unable to access the approved software GRANTEE shall submit three (3) signed copies of the Grant Agreement, with approved signatures, within thirty (30) days of the first day of the EVENT. If the GRANTEE fails to timely submit the required copies of the Grant Agreement, the COUNTY may decline to review and execute the Grant Agreement.

5.3 COUNTERPARTS: The 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. The GRANTEE shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

5.4 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN. Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Grantee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed

at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

5.5 HUMAN TRAFFICKING AFFIDAVIT Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit F, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the Executive Director of the Tourist Development Council of Palm Beach County, Florida has made and executed this Grant Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

PALM BEACH COUNTY, FLORIDA

By: DocuSigned by: Emanuel Perry Date: 3/28/2025

Emanuel Perry, Executive Director
Palm Beach County Tourist Development Council

GRANTEE ORGANIZATION:
QuadLife Entertainment, LLC

By: Signed by: William P. Tew Date: 3/24/2025

William Tew Director
Name and Title

GRANTEE'S FEDERAL TAX IDENTIFICATION NUMBER 88-2148019

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ybh DocuSigned by: Yelizaveta B. Herman Date: 3/28/2025
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: DocuSigned by: Joan Hutchinson Date: 3/28/2025
Joan Hutchinson
Contracts & Grants Coordinator

PALM BEACH COUNTY SPORTS COMMISSION
APPROVED AS TO TERMS AND CONDITIONS

DocuSigned by: George Linley Date: 3/24/2025
George Linley, Executive Director

2025 FuelTech Hydrodrag Nationals/World Championships

April 4-6, 2025

Exhibit A

EVENT Description

EVENT DESCRIPTION

2025 FuelTech Hydrodrag Nationals/World Championships
This event will take place at Sunset Cove Amphitheater located inside of Burt Aaronson South County Regional Park on April 4-6. The event showcases the world’s fastest PWC drag racers, attracting competitors from across the USA and beyond. Known for setting world speed records in multiple classes, it includes highlights such as Jose Luis reaching 142 mph, surpassing his previous personal best of 135 mph in the Unlimited Class. Racers compete head-to-head on an impressive 600+ ft long drag strip, pushing their machines to the limit. Saturday features the Stock and Spec Classes, while Sunday spotlights the Superstock and Unlimited Classes. Attendees can enjoy on-site food, along with displays from Hydrodrag sponsors and industry vendors. The 2025 Hydrodrags promises to be the biggest yet, with double the riders and economic impact compared to last April’s event. Over the weekend, an estimated 100 racers will compete across various categories, with 3,000 spectators expected to cheer them on at this premier facility, making it the most exciting Hydrodrags event to date.

GRANTEE
CONTACT

QuadLife Entertainment LLC
William “Billy” Tew / (863) 409-8780

GRANT FUNDS RECOMMENDED

\$10,000 (Ten Thousand Dollars)

APPLICABLE CATEGORIES

Sanction Fees, Site Fees, Officials, Awards (non-monetary), Equipment, Rentals, Insurance, Security, Labor, Marketing (out of County), Event Production Materials

EVENT OWNER ESTIMATES

Estimated Room Nights – 1,000 room nights

2025 FuelTech Hydrodrag Nationals/World Championships

April 4-6, 2025

Exhibit B

EVENT Budget

Items	Cash
Sanction Fees	\$1,800
Site Fees	\$6,200
Event Production Materials	
Officials	\$6,000
Awards (non-monetary)	\$2,000
Equipment	
Rentals	
Insurance	\$1,800
Security	
Labor	\$4,000
Marketing/Promotions (in County)	
Marketing/Promotions (out of County)	\$500
Total Budget	\$22,300

2025 FuelTech Hydrodrag Nationals/World Championships
April 4-6, 2025
Exhibit C
Sponsorship Agreement

The GRANTEE shall provide the following:

- 1. 3’ x 8’ banners displayed on site
- 2. Logo and link on website
- 3. Palm Beach County Tourist Development Council and Sports Commission logo placed on the player’s information packet, event flyers and email blasts
- 4. Promote PBCSC on social media channels (social media posts reviewed by PBCSC before execution)
- 5. Event will distribute one Palm Beach County marketing piece to each participant and spectator, provided by the Palm Beach County Sports Commission
- 6. If the event is televised, the event will provide the Palm Beach County Sports Commission with a two-minute action b-roll or highlight video for use on social media and other marketing initiatives
- 7. Full access at no additional charge to the EVENT and related activities/events;
- 8. Parking and/or transportation in connection with the EVENT and related activities/events;
- 9. Materials, promotional items, and memorabilia related to the EVENT and related activities/events; and
- 10. Meals, and entertainment expenses, when related to the EVENT and related activities/events;

Please send all event-related tickets to the attention of the COUNTY, as provided in Section 2.19

(REMAINDER OF PAGE LEFT BLANK)

2025 Fuel Tech Hydrodrag Nationals/World Championships
April 4-6, 2025
Exhibit D
Reimbursement Restrictions

- * Within sixty (60) days after the completion of the event, the Post Event Report must be submitted and must include complete and accurate accounting of the event's financial activity and room night hotel confirmations. Banners must be returned within five (5) days after the event (See Exhibit C-if a banner is not returned, there will be a charge of \$175). Completed Event Registration Surveys must also be returned to the Commission.
- * The PBCSC will disburse funds as reimbursement for paid invoices only (front and back of cancelled checks), for expenses specified in the Post Event Report. After review of the Post Event Report, the grant funds will be forwarded to the organization by Palm Beach County. If the Post Event Report, including all required information as noted above is not received within sixty (60) days after the event, we have the right to refuse to process your request for reimbursement
- * Only those categories approved will be reimbursed:

Allowable Categories

1. Promotion, Marketing, and Event Production expenses, including reasonable travel for special officials or performers only as approved by the PBCSC.
2. Paid advertising and media buys OUTSIDE PALM BEACH COUNTY
3. Production and technical expenses
4. Site Fees, and other costs including, rentals, insurance, contract labor (maintenance, officials, scorekeepers, security)
5. Sanction or Rights Fees and non-monetary awards

Disallowable Categories

1. General operating or administrative expenses, travel to solicit events
2. Building, renovating, and/or remodeling a facility
3. Purchase of permanent equipment
4. Hospitality or social functions
5. Printed programs which solicit advertising
6. Expenses of a local sports team traveling outside the County to compete
7. Salaries other than those noted above.
8. Expenses or debts incurred or obligated prior to the grant, unless agreed upon by the PBC Sports Commission (Must be within time period specified in Grant Period)

2025 Fuel Tech Hydrodrag Nationals/World Championships
April 4-6, 2025
Exhibit E
Reimbursement Formulas

IN ALL CASES ROOM NIGHTS SHALL BE ESTABLISHED ONLY THROUGH WRITTEN VERIFICATION FROM THE FACILITY PROVIDING SUCH ROOMS (HOTEL/MOTEL/REAL ESTATE AGENT), FROM PARTICIPANT REGISTRATION FORMS WHICH MUST INCLUDE TRAVEL/HOTEL INFORMATION AND ROOM NIGHTS STAYED, OR FROM AN INDEPENDENT STUDY/SURVEY APPROVED BY THE PALM BEACH COUNTY SPORTS COMMISSION AND TOURIST DEVELOPMENT COUNCIL.

- A. X Reimbursement is dependent upon GRANTEE attaining the number of hotel rooms estimated in the Application process. In this regard, the grant funds available for reimbursement shall be dependent upon the achievement of those rooms estimated. To the extent GRANTEE does not meet those estimates, the grant amount shall be reduced as follows:

<u>% of Estimated Room Achieved</u>	<u>% of Awarded Funds Available</u>
80%+	100%
60-79%	80%
40-59%	60%
1-39%	See below scale

Should room night totals fall below 40% of the estimated room nights, the GRANTEE's reimbursement will be **\$10 per room night**.

- B. Reimbursement is dependent upon GRANTEE generating hotel room nights. For every room night generated, GRANTEE will receive a reimbursement of \$10.00 (Ten Dollars) up to a maximum of \$15,000 (Fifteen Thousand Dollars).
- C. Reimbursement is dependent upon GRANTEE attaining the number of hotel rooms based on the sliding scale below. In this regard, the grant funds available for reimbursement shall be dependent upon the achievement of room nights actualized.

<u>Room Nights Actualized</u>	<u>Grant Funds Awarded</u>
50-100	\$1,000
101-200	\$1,750
201-300	\$2,500
301-400	\$3,250
401-500	\$4,000
501-600	\$4,500
601+	\$5,000

- D. Based on a bid process




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2025

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

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

PRODUCER HAWK RACE CONSULTANTS, LTD. "MOTORSPORTS INSURANCE SPECIALISTS" 1600 STEWART AVE. PH-702 WESTBURY, NY 11590			CONTACT NAME: PHONE (A/C, No, Ext): 516-466-9760 E-MAIL: FELSINS@AOL.COM ADDRESS:		FAX (A/C, No): 516-466-9663
INSURED INTERNATIONAL JET SPORTS BOATING ASSOC : 330 PURISSMA ST, SUITE C HALF MOON BAY, CA 94019		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : FIREMANS FUND INS CO.		A+XV	
		INSURER B : US FIRE INS CO.		A+XV	
		INSURER C :			
		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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	UST026967240	12:01 AM 6-20-2024	12:01 AM 6-20-2025	EACH OCCURRENCE \$ 1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ N/A
	<input checked="" type="checkbox"/> WOSUB., NC, PRI APPL						PERSONAL & ADV INJURY \$ 1,000,000.
	<input checked="" type="checkbox"/> CONTRACTUAL APPL						GENERAL AGGREGATE \$ **5,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 5,000,000.
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PART. LEGAL LIAB. \$ 1,000,000.
A	AUTOMOBILE LIABILITY			UST026967240	12:01 AM 6-20-2024	12:01 AM 6-20-2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB	Y	Y	UST006161241	12:01 AM 6-20-2024	12:01 AM 6-20-2025	EACH OCCURRENCE \$ 4,000,000.
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000.
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANT ACCIDENT			US2144721	12:01 AM 6-20-2024	12:01 AM 6-20-2025	\$10,000 AD&D \$10,000 EXCESS MED \$1000 DEDL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

EVENT NAME: IJSBA FIZZLE RACING HYDRODRAGS NATIONALS/WORLD CHAMPIONSHIPS
DATES OF EVENT: 04-04-2025 to 04-06-2025
LOCATION: BURT STTONDON PARK, BOCA RATON, DL
IJSBA MEMBERS - FREESTYLE COMPETITION
CERTIFICATE HOLDER IS ADDL INSURED AS RESPECTS TO OPERATIONS OF NAMED INSURED

CERTIFICATE HOLDER

PALM BEACH COUNTY SPORTS COMMISSION
2195 SOUTHERN BLVD, STE 550
WEST PALM BEACH, FL 33406

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

[Handwritten signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2024

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.

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PRODUCER

HAWK RACE CONSULTANTS, LTD.
"MOTORSPORTS INSURANCE SPECIALISTS"
1600 STEWART AVE. PH-702
WESTBURY, NY 11590



CONTACT NAME:
PHONE 516-466-9760 FAX 516-466-9663
E-MAIL ADDRESS: FELSINS@AOL.COM

INSURED

INTERNATIONAL JET SPORTS BOATING ASSOC :

330 PURISSMA ST, SUITE C
HALF MOON BAY, CA 94019

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : FIREMANS FUND INS CO.	A+XV	
INSURER B : US FIRE INS CO.	A+XV	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			**PER EVENT AGGREGATE			PERSONAL & ADV INJURY \$ 1,000,000.
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						GENERAL AGGREGATE \$ **5,000,000.
	<input checked="" type="checkbox"/> WOSUB., NC, PRI APPL						PRODUCTS - COMP/OP AGG \$ 5,000,000.
A	<input checked="" type="checkbox"/> CONTRACTUAL APPL						PART. LEGAL LIAB. \$ 1 000 000.
	GEN'L AGGREGATE LIMIT APPLIES PER:			UST026967240	12:01 AM 6-20-2024	12:01 AM 6-20-2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JFCT <input checked="" type="checkbox"/> LOC						BODILY INJURY (Per person) \$
	AUTOMOBILE LIABILITY						BODILY INJURY (Per accident) \$
A	<input type="checkbox"/> ANY AUTO				12:01 AM 6-20-2024	12:01 AM 6-20-2025	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS			UST006161241	12:01 AM 6-20-2024	12:01 AM 6-20-2025	EACH OCCURRENCE \$ 4,000,000.
	<input checked="" type="checkbox"/> HIRED AUTOS						AGGREGATE \$ 4,000,000.
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						WC STATUTORY LIMITS \$
A	<input type="checkbox"/> NON-OWNED AUTOS						OTH- ER \$
	UMBRELLA LIAB		Y	US2144721	12:01 AM 6-20-2024	12:01 AM 6-20-2025	E.L. EACH ACCIDENT \$
	<input checked="" type="checkbox"/> EXCESS LIAB		Y				E.L. DISEASE - EA EMPLOYEE \$
	<input type="checkbox"/> CLAIMS-MADE						E.L. DISEASE - POLICY LIMIT \$
B	DED RETENTION \$						\$10,000 AD&D
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$10,000 EXCESS MED \$1000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						DEDL
	If yes, describe under DESCRIPTION OF OPERATIONS below						
B	PARTICIPANT ACCIDENT						

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

IJSBA FIZZLE RACING HYDRODRAGS NATIONALS/WORLD CHAMPIONSHIPS
11-22-24 TO 11-24-24 Burt Aaronson South County Regional Park
Quadlife Entertainment, LLC is also NAMED INSURED in respect to all operations of the event. Palm Beach County Sports Commission and Palm Beach County- County Board Commissioners are also ADDITIONAL INSURED.

CERTIFICATE HOLDER

QuadLife Entertainment LLC
606 Hope Road
Aburndale FL 33823

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

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EXHIBIT "F"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Quadlife Entertainment LLC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

William Daniel Tew
(signature of officer or representative)

William Daniel Tew/owner
(printed name and title of officer or representative)

State of Florida, County of ^{Polk} Palm Beach

⁰⁸ Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 14th
~~February~~ day of February 2025, by William Tew.

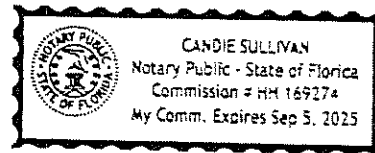
Personally known ☐ OR produced identification ☒

Type of identification produced FL DL T000 924 96328-0
EXP 09/08/2028

Candie Sullivan

NOTARY PUBLIC

My Commission Expires: 09/05/2025
State of Florida at large



(Notary Seal)

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY G
GRANT AGREEMENT

This Grant Agreement is made and entered into this 3/31/2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and BOCA RATON CHAMPIONS GOLF CHARITIES, INC., hereinafter referred to as "GRANTEE".

WHEREAS, the grant provided for herein by the COUNTY will assist the GRANTEE with expenses incurred in its tourism event described herein, hereinafter referred to as the "EVENT"; and

WHEREAS, COUNTY has determined that the subject EVENT will enable GRANTEE to provide an activity which will directly promote tourism in Palm Beach County, under special use Category "G" of Chapter 17, Article III, Section 17-116 of the Palm Beach County Code; and

WHEREAS, the expenditure of Tourist Development Tax Funds pursuant to this Grant Agreement has been found, determined and declared to be a county and public purpose by the Board of County Commissioners of COUNTY, under authority of Section 125.0104, Florida Statutes, and Ordinance No. 2000-011.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
GRANT DESCRIPTION

<u>GRANTEE:</u>	Name:	<u>Boca Raton Champions Golf Charities, Inc.</u>
Address:		<u>754 N. US Highway 1</u>
		<u>Tequesta, FL 33469</u>
	Attn:	<u>Stephen Marino</u>

- 1.1 **TOTAL AMOUNT OF GRANT: \$100,000 (One Hundred Thousand Dollars)**
- 1.2 **EVENT DESCRIPTION: James Hardie™ Pro Football Hall of Fame Invitational** and as further provided in Exhibit “A”,

attached hereto.
- 1.3 **EVENT BUDGET:** As provided in Exhibit B, attached hereto.
- 1.4 **SPONSORSHIP AGREEMENT:** As provided in Exhibit “C”, attached hereto.
- 1.5 **REPORTING SCHEDULE:** GRANTEE shall submit final report and request for reimbursement within sixty (60) days of last day of EVENT.
- 1.6 **PAYMENT SCHEDULE:** County will use its best efforts to reimburse within forty-five (45) days after submission of approved invoices and report.
- 1.7 **GRANT PERIOD: October 30, 2024 – June 6, 2025**

Only expenses incurred by GRANTEE during the Grant Period will be eligible for reimbursement.

- 1.8 **EVENT SCHEDULE: March 31 – April 6, 2025**
- 1.9 **GRANT RESTRICTIONS:** This Grant is restricted to reimbursement for the following allowable expenses: Sanction Fees, Site Fees, Officials, Awards (non-monetary), Equipment, Rentals, Insurance, Security, Labor, Marketing (out of County), Event Production Materials as set forth by the Palm Beach County Tourist Development Funds Category G Grant Program Applications and Guidelines. Category G reimbursement funds are subject to the availability of Category G Tourist Development Tax Funds and cannot be used to match other Tourist Development Council, funded grant programs, nor can GRANTEE submit reimbursements requests for the same expense to more than one Tourist Development Council funded program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense submitted for reimbursement is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

1.10 **CALCULATED ROOM NIGHTS: 2,500 room nights**

1.11 **GRANT AGREEMENT SUBMISSION:** GRANTEE is required to submit three (3) signed copies of the Grant Agreement, with approved signatures, within thirty (30) days prior to event. If the Grant Agreements are not submitted within Thirty (30) days prior to event, the COUNTY may decline to move forward with approval and thus the GRANTEE would not then be eligible for reimbursement.

1.12 **REIMBURSEMENT RESTRICTIONS:** The Total Grant Amount set forth in Article 1.2 represents the maximum dollar amount available to GRANTEE under this Grant Agreement. The actual dollar amount reimbursable hereunder shall be dependent upon the number of eligible expenditures submitted for reimbursement and number of confirmed and verified room nights associated with the event, as more specially set forth in Exhibit E, attached hereto and made a part hereof.

ARTICLE II
CONDITIONS

2.1 **IMPLEMENTATION:** Palm Beach County has designated certain important responsibilities in the implementation of this Grant Agreement to the contract administrator to wit; the Palm Beach County Sports Commission, Inc., referred to hereinafter as "SPORTS COMMISSION". The SPORTS COMMISSION is a private nonprofit corporation contracting with Palm Beach County and is not a part of County government. SPORTS COMMISSION makes recommendations to COUNTY but cannot provide final approvals on behalf of County or incur any obligations on the part of COUNTY.

2.2 **EVENT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Event Description, attached hereto as Exhibit "A" and made a part hereof, and/or as restricted in Article 1.10. GRANTEE represents that the EVENT

provided for by this Grant Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved program description shall first be submitted to the SPORTS COMMISSION. Thereafter, the "SPORTS COMMISSION" shall convey such revised Event Description to the Executive Director of the Tourist Development Council for his/her approval. No expense related to a change in the Event Description will be reimbursed unless approved as provided herein.

2.3 EVENT BUDGET: All expenditures of Grant Funds shall be subject to the conditions and terms of this Grant Agreement. The GRANTEE's expenditure of Grant Funds must be only for the allowable expenses.

2.4 REPORTING: This EVENT is being funded with the expectation that it will directly promote Palm Beach County tourism by providing specifically described sporting events and/or activities which will be made available to and attended by visitors to Palm Beach County. To assist a determination of whether the EVENT is fulfilling, or has fulfilled, its purpose of directly promoting the COUNTY, the GRANTEE must supply the SPORTS COMMISSION with written reports and documentation demonstrating the EVENT's direct promotion of tourism in the COUNTY. These reports must be received by the SPORTS COMMISSION pursuant to the Reporting Schedule contained in Article 1.6. The SPORTS COMMISSION will submit said report to the Executive Director of the Tourist Development Council. The GRANTEE shall further submit program scheduled information to the SPORTS COMMISSION for Tourist Development funded publications by publication deadline. GRANTEE shall provide immediate notice to the SPORTS COMMISSION in the event that a funded EVENT or program is cancelled or rescheduled.

2.5 GRANT AMOUNT AND PAYMENT SCHEDULE: The total amount of the grant is specified in Article 1.2. By awarding this grant, COUNTY assumes no obligation to provide financial support of

any type that is not in compliance with the terms of this Agreement or that exceeds the total grant amount. The Grant Funds will be paid to the GRANTEE pursuant to the Payment Schedule specified in Article 1.7, subject to conditions of this Agreement, including, but not limited to, the requirements set forth in Articles 1.10, 1.11 and Article 2.7. Payments shall be solely payable from lawfully available Category G Tourist Development Tax Funds. In the event of a shortfall in projected Category G tourist development tax funds, it may be necessary to reduce the amount of the grant award. The SPORTS COMMISSION and COUNTY will determine the amount of the reduction and notify the GRANTEE about the reduction in advance and the reduction will take effect upon written notice by the COUNTY.

2.6 EVENT MONITORING AND EVALUATION: The SPORTS COMMISSION shall monitor and conduct an evaluation of compliance with this Agreement. GRANTEE shall provide County representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TOURIST DEVELOPMENT COUNCIL staff and board members, SPORTS COMMISSION staff and board members, and guests (collectively, COUNTY REPRESENTATIVES) full access, including but not limited to parking, meals and entertainment, without cost to the EVENT and to any other key stakeholder events to observe, encourage, and/or monitor the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROJECT with the GRANTEE'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 GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the EVENT and to

key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE 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 Grant 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 GRANTEE.

2.7 PAYMENT OF GRANT FUNDS: Only EVENTS which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Grant Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items. No Grant Funds shall be advanced by COUNTY to, for or on behalf of, GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

From time to time during the Grant Period, but no more than sixty (60) days after the last day of the EVENT, GRANTEE shall submit to the SPORTS COMMISSION a Request for Payment of Grant Funds upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a Request for Payment of Grant Funds (hereinafter referred to as "REQUEST") by the SPORTS COMMISSION and Executive Director of the Tourist Development Council, the REQUEST shall be submitted by the SPORTS COMMISSION to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Grant Agreement and in accordance with law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-

payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices, substantiated proof of payment or performance of the goods and services invoices, proof of confirmed room nights verified in the manner set forth in Exhibit D, and any further documentation deemed necessary by the SPORTS COMMISSION or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any REQUEST unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law and subject to the conditions, if any, attached to said approval.

2.8 **ACCESS AND AUDIT:** 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 the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

2.9 **CREDITS:** The GRANTEE shall include the following credit designation in all news releases; print, radio, and television advertising; publications; and programs related to the EVENT:
"A Palm Beach County Tourist Development Council funded event.... supported by the Palm Beach County Sports Commission."



The credit designation/logo must be easily legible and/or audible. GRANTEE is required to contact the SPORTS COMMISSION at least ninety (90) days prior to event for logo and advertising specifications, welcome letters, or any other promotional items required.

2.10 LIABILITY AND INDEMNIFICATION: It is understood and agreed that the GRANTEE is merely a recipient of Grant Funds and an independent contractor and is not an agent, servant or employee of Palm Beach County, its Board of County Commissioners, the Palm Beach County Sports Commission, Inc., or the Palm Beach County Tourist Development Council. In the event a claim or lawsuit is brought against Palm Beach County, its Board of County Commissioners, the Palm Beach County Sports Commission, Inc., the Palm Beach County Tourist Development Council, or any of their directors, officers, agents, or employees, the GRANTEE hereby agrees to indemnify, save, hold harmless, and defend said persons and entities from any such claims, liabilities, causes of action, and judgments of any type whatsoever, arising out of or relating to the performance or operation of this Grant Agreement, the funding hereof, or GRANTEE's acts hereunder, and the GRANTEE shall pay all costs, attorney's fees, and expenses incurred by the aforementioned entities or persons in connection with such claims, liabilities or suits. This covenant of indemnification shall be supported and supplemented by liability insurance obtained by GRANTEE, which is acceptable to COUNTY's Risk Management Department of Palm Beach County as to form, type and amount of coverage. Such insurance shall, at a minimum, provide commercial general liability coverage with limits of not less than \$1 million (\$1,000,000.00) each occurrence combined single limit for bodily injury, including death, and property damage, as evidenced by a Certificate of Insurance. A signed current copy of the Certificate of Insurance shall be transmitted to the COUNTY within thirty (30) days prior to the start of the event and such insurance shall remain in effect throughout the days of the event as set forth in Article 1.9. PALM BEACH COUNTY and the PALM BEACH COUNTY SPORTS COMMISSION

shall be endorsed as Additional Insured and Certificate Holders in said policy of insurance, and the Certificate of Insurance shall so indicate. GRANTEE shall notify COUNTY of any cancellation of coverage within fifteen (15) days of GRANTEE's notice or provide to COUNTY evidence of replacement coverage effective on or before the date of cancellation.

2.11 ASSIGNMENT: The GRANTEE is not permitted in any manner to assign its rights or obligations under this Grant Agreement, and any purported assignment will be void.

2.12 INDEPENDENT CONTRACTOR RELATIONSHIP: The GRANTEE is, and shall be, in the performance of all work services and activities under this Grant Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Grant Agreement shall at all times, and in all places, be subject to the GRANTEE'S sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

2.13 COMPLIANCE: The GRANTEE agrees to abide by, and be governed by, all applicable laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Grant Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct the business or activity contemplated by GRANTEE.

2.14 AUTHORITY TO PRACTICE: The GRANTEE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

2.15 PERSONNEL: The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Grant Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY, either directly or as an employee of a COUNTY contractor or subcontractor.

All of the services required hereinunder shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

If applicable, all of the GRANTEE'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

2.16 E-VERIFY – EMPLOYMENT ELIGIBILITY: GRANTEE 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of GRANTEE'S subconsultants performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE 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)(k), Florida Statutes, as may be amended. GRANTEE 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 Grant Agreement which requires a longer retention period.

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

2.17 REMEDIES AND EXPENDITURE DEADLINE:

2.17.1 If the GRANTEE fails to comply with any of the provisions of this Grant Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the GRANTEE, and/or may terminate this Grant Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this Grant Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in tourism related sporting events or activities or which were not spent in compliance with this Agreement.

2.17.2 In the event that an EVENT or program for which GRANTEE has received funds is canceled and not replaced with an approved revised or rescheduled EVENT in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled EVENT or program.

2.17.3 The GRANTEE shall repay COUNTY for all unauthorized, illegal, or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized

expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.

2.17.4 In the event the GRANTEE ceases to exist, or ceases or suspends its operations for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the COUNTY and GRANTEE agrees to be bound by COUNTY's determination.

2.17.5 Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the Tourist Development Council within ten (10) days of the COUNTY's demand.

2.17.6 The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event GRANTEE does not produce or complete an EVENT in compliance with this Agreement or which furthers and promotes Palm Beach County tourism.

2.17.7 This Grant Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Grant Agreement will be held in Palm Beach County. 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, 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 Grant 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 Grant Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.18 TERMINATION OF AGREEMENT: Notwithstanding anything contained in this Grant Agreement, COUNTY shall have the right to terminate this Grant Agreement, with or without cause, upon five (5) days written notice to GRANTEE. Additionally, COUNTY may terminate this Grant Agreement for cause effective immediately, on sending written notice to GRANTEE in the event COUNTY has not received and approved the required Certificate of Insurance prior to the event scheduled start date. In such case COUNTY shall be relieved of all obligations under this Grant Agreement effective immediately upon sending notice and Article 2.16 shall apply.

In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided Project Events may be rescheduled with the approval of the Executive Director of the Tourist Development Council. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;
3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.19 WRITTEN NOTICE: Any written notice required under this Grant Agreement shall be

sufficient if sent by certified mail as follows:

2.19.1 As to the GRANTEE: Addressed to the GRANTEE at the address specified in Article1.1.

2.19.2 As to the Sports Commission: Addressed as follows:

Executive Director of the Palm Beach County Sports Commission, Inc.
2195 Southern Boulevard, Suite #550
West Palm Beach, FL 33406

2.19.3 As to the COUNTY: Addressed as follows:

Executive Director of the Tourist Development Council
2195 Southern Boulevard, Suite #500
West Palm Beach, FL 33406

2.20 CONTRACT REPRESENTS TOTAL AGREEMENT: This Grant Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Grant Agreement unless made in writing signed by both parties and approved by appropriate action of the Executive Director of the Tourist Development Council as delegated by COUNTY.

2.21 NONDISCRIMINATION: The GRANTEE warrants and represents that 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 and expression, or genetic information. As a condition of entering into this Grant Agreement, the GRANTEE represents and warrants that it will comply with the COUNTY’s Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the GRANTEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the GRANTEE retaliate against any person for reporting instances of such discrimination. The GRANTEE shall provide equal

opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in the clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY’s relevant marketplace in Palm Beach County. The GRANTEE understands and agrees that a material violation of this clause shall be considered a material breach of the Grant Agreement and may result in termination of the Grant Agreement, disqualification or debarment of the GRANTEE from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to, any third party.

ARTICLE III
SPECIAL CONDITIONS

3.1 **ORDINANCE AMENDMENT:** Nothing in this Grant Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 2000-011 in accordance with Section 125.0104, Florida Statutes, at any time.

3.2 **PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE’s performance and COUNTY’s performance and obligation to pay under this Grant Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Grant Agreement, the availability of Tourist Development Tax funds designated in COUNTY’s Tourist Development Tax Plan for Category G, and an annual appropriation by the COUNTY for the purposes and uses described in this Grant Agreement.

ARTICLE IV

4.1 **AGREEMENT/APPROVAL AND AMENDMENT**

This Grant Agreement and all amendments thereto must be approved by the Executive Director of the Tourist Development Council of Palm Beach County, as delegated by the Board of County

Commissioners of Palm Beach County, Florida and shall not take effect until so approved.

4.2 **PUBLIC ENTITY CRIMES:** As provided in F.S.287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants 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).

4.3 **SEVERABILITY:** If any term or provision of this Grant Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Grant Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Grant Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V

5.1 **PUBLIC RECORDS:** The GRANTEE shall keep accurate and complete books and records of all receipts and expenditures of Grant Funds in conformance with reasonable accounting standards acceptable to the COUNTY. The GRANTEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Grant Agreement. The County shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE's place of business. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the GRANTEE:

(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S., the GRANTEE shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The GRANTEE is specifically required to:

(A) Keep and maintain public records required by the County to perform services as

provided under this Grant 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 GRANTEE 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 Grant Agreement term and following completion of the Grant Agreement, if the GRANTEE does not transfer the records to the public agency.
- (D) Upon completion of the Grant Agreement, the GRANTEE shall transfer, at no cost to the County, all public records in possession of the GRANTEE 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 GRANTEE transfers all public records to the County upon completion of the Grant Agreement, the GRANTEE shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Grant Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically by the GRANTEE 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.

Failure of the GRANTEE to comply with the requirements of this section shall be a material breach of this

Grant 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.

GRANTEE 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'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.

5.2 GRANT AGREEMENT SUBMISSION: GRANTEE shall execute the Grant Agreement through an approved COUNTY Electronic Signature Software. If GRANTEE is unable to access the approved software GRANTEE shall submit three (3) signed copies of the Grant Agreement, with approved signatures, within thirty (30) days of the first day of the EVENT. If the GRANTEE fails to timely submit the required copies of the Grant Agreement, the COUNTY may decline to review and execute the Grant Agreement.

5.3 COUNTERPARTS: The 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. The GRANTEE shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

5.4 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN. Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Grantee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed

at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

5.5 HUMAN TRAFFICKING AFFIDAVIT Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit F, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the Executive Director of the Tourist Development Council of Palm Beach County, Florida has made and executed this Grant Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

PALM BEACH COUNTY, FLORIDA

By: DocuSigned by:
Emanuel Perry 187F50C7C13F47E... Date: 3/31/2025

Emanuel Perry, Executive Director
Palm Beach County Tourist Development Council

GRANTEE ORGANIZATION:
Boca Raton Champions Golf Charities, Inc.

By: Signed by:
Stephen Marino 5169450EU06U4U8... Date: 3/24/2025

Stephen Marino Tournament Director
Name and Title

GRANTEE'S FEDERAL TAX IDENTIFICATION NUMBER 20-5233544

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: ybh DocuSigned by:
Yelizaveta B. Herman 103F147A0514535... Date: 3/31/2025
County Attorney

By: DocuSigned by:
Joan Hutchinson 8249ED011551401... Date: 3/24/2025
Joan Hutchinson
Contracts & Grants Coordinator

PALM BEACH COUNTY SPORTS COMMISSION
APPROVED AS TO TERMS AND CONDITIONS

DocuSigned by:
George Linley FET8B1DBA554AF... Date: 3/24/2025
George Linley, Executive Director

James Hardie™ Pro Football Hall of Fame Invitational
March 31 – April 6, 2025
Exhibit A
EVENT Description

EVENT DESCRIPTION

James Hardie™ Pro Football Hall of Fame Invitational
Palm Beach County is home to the only PGA TOUR Champions event that takes place in southeast Florida. This event was known as the TimberTech Championship last year, prior to its existence, and the Oasis Championship and the Allianz Championship. In 2025, the PGA TOUR Champions will introduce a new partnership and format, which will represent the most exciting version of this professional golf event. In 2025, the PGA TOUR Champions will feature a partnership with the Pro Football Hall of Fame, combining the best of professional golf and professional football into a one-of-a-kind tournament.

The Pro Football Hall of Fame, PGA TOUR Champions, and James Hardie (NYSE: JHX), a leader in North American home building products, unveiled a partnership that will create an innovative new tournament that will pair legends of golf and football. The inaugural James Hardie™ Pro Football Hall of Fame Invitational will debut on March 31 – April 6, 2025, at the Old Course at Broken Sound in Boca Raton. This professional golf tournament will feature a field of 78 PGA TOUR Champions players competing for a purse of \$2.2 million dollars. Playing alongside the PGA Champions Tour players will be 26 football legends, who will tee it up on the Friday and Saturday of the event. The three-day tournament will be televised on the Golf Channel.

This PGA TOUR Champions has enjoyed a 17-year history in Palm Beach County. This event belonged to the Charles Schwab Cup Playoffs and will now transform into a groundbreaking blend of football’s best with golf icons, creating one of the most watched PGA TOUR Champion tournaments. The PGA TOUR Champions has delivered a tournament to Boca Raton since 2007. Managed by Pro Links Sports, the annual tournament yearly has attracted 31 of the top 34 professionals on the money list.

The Golf Channel provides live television coverage of this 3-day tournament. **Over 1.3 million viewers tuned into the PGA TOUR Champions’ event in The Palm Beaches (TimberTech Championship) in 2023, which provided 19.5 hours of coverage on the Golf Channel.** This broadcast was internationally distributed to 84 countries, reaching 340 million potential households.

Over the last thirteen years, more than \$2.4 million dollars has been donated to local charities from the Boca Raton Championship. The Boca Raton Champions Golf Charities (BRCGC) serves as the operational and financial oversight

James Hardie™ Pro Football Hall of Fame Invitational
March 31 – April 6, 2025
Exhibit A
EVENT Description

group for the event as well as for the distribution of all charitable funds, as all net tournament proceeds benefit Boca Raton Regional Hospital.

GRANTEE
CONTACT

Boca Raton Champions Golf Charities, Inc.
Stephen Marino/ (203) 451-4223

GRANT FUNDS RECOMMENDED

\$100,000 (One Hundred Thousand Dollars)

APPLICABLE CATEGORIES

Sanction Fees, Site Fees, Officials, Awards (non-monetary), Equipment, Rentals, Insurance, Security, Labor, Marketing (out of County), Event Production Materials

EVENT OWNER ESTIMATES

Estimated Room Nights – 2,500 room nights

James Hardie™ Pro Football Hall of Fame Invitational
March 31 – April 6, 2025
Exhibit B
EVENT Budget

Items	Cash
Sanction Fees	\$2,200,000
Site Fees	\$250,000
Event Production Materials	\$25,000
Officials	
Awards (non-monetary)	\$10,000
Equipment	\$25,000
Rentals	\$75,000
Insurance	\$50,000
Security	\$55,00
Labor	\$40,000
Marketing/Promotions (in County)	\$65,000
Marketing/Promotions (out of County)	\$35,000
Total Budget	\$2,830,000

James Hardie™ Pro Football Hall of Fame Invitational
March 31 – April 6, 2025
Exhibit C
Sponsorship Agreement

The GRANTEE shall provide the following:

- 1. Events & Activations:
 - a. Host PBCSC networking breakfast on Thursday morning
 - i. Tournament to provide two (2) Pro Football Hall of Famers as speakers
 - b. PBCSC to tape episode of podcast on-site from tournament
 - i. JHI to facilitate player(s) appearance/interviews for podcast
 - c. Lou Groza Award
 - i. Tournament to be partner of the Lou Groza Award
 - ii. Tournament & PBCSC to mutually agree on a Lou Groza on-site tournament activation component
- 2. On-site Branding Components:
 - a. PBCSC logo on banners at the tournament’s VIP & Main Entrance
 - b. PBCSC logo on signage around practice chipping area near driving range
 - c. PBCSC Logo on eleven (11) PGA TOUR digital scoreboards in high traffic areas
 - d. PBCSC mention on sponsor page in Daily Pairings Guide
- 3. Advertising & Media Components:
 - a. One (1) full-page, four-color advertisement in Pairings Guide
 - b. PBCSC mention in the ‘Thank You to Sponsors’ print ads following event
 - c. PBCSC banner ad on James Hardie PFHOF website
 - d. PBCSC Logo on tournament website
 - e. (4) :30 second Ads on Golf Channel Telecast (7x total airings of telecast = 21x total ad airings)
- 4. Hospitality Components:
 - a. Sixteen (16) 18 Green hospitality passes per day (Friday-Sunday)
 - b. Eight (8) VIP Parking passes per day (Friday-Sunday)
 - c. Four (4) VIP Parking passes for Thursday
 - d. Eight (8) Tickets to Hall of Fame Shootout on Thursday evening
 - e. Fifty (50) Good-any-one-day Grounds Passes
 - f. Two (2) Invites to Pro-Am Draw Party (each invite admits 2 people)
 - g. Six (6) invites to “Toast of the Champions”
 - h. Four (4) spots in Sponsor Appreciation Golf Outing
- 5. Full access at no additional charge to the EVENT and related activities/events;
- 6. Parking and/or transportation in connection with the EVENT and related activities/events;
- 7. Materials, promotional items, and memorabilia related to the EVENT and related activities/events; and
- 8. Meals, and entertainment expenses, when related to the EVENT and related activities/events;

Please send all event-related tickets to the attention of the COUNTY, as provided in Section 2.19

(REMAINDER OF PAGE LEFT BLANK)

James Hardie™ Pro Football Hall of Fame Invitational

March 31 – April 6, 2025

Exhibit D

Reimbursement Restrictions

- * Within sixty (60) days after the completion of the event, the Post Event Report must be submitted and must include complete and accurate accounting of the event's financial activity and room night hotel confirmations. Banners must be returned within five (5) days after the event (See Exhibit C-if a banner is not returned, there will be a charge of \$175). Completed Event Registration Surveys must also be returned to the Commission.
- * The PBCSC will disburse funds as reimbursement for paid invoices only (front and back of cancelled checks), for expenses specified in the Post Event Report. After review of the Post Event Report, the grant funds will be forwarded to the organization by Palm Beach County. If the Post Event Report, including all required information as noted above is not received within sixty (60) days after the event, we have the right to refuse to process your request for reimbursement
- * Only those categories approved will be reimbursed:

Allowable Categories

1. Promotion, Marketing, and Event Production expenses, including reasonable travel for special officials or performers only as approved by the PBCSC.
2. Paid advertising and media buys OUTSIDE PALM BEACH COUNTY
3. Production and technical expenses
4. Site Fees, and other costs including, rentals, insurance, contract labor (maintenance, officials, scorekeepers, security)
5. Sanction or Rights Fees and non-monetary awards

Disallowable Categories

1. General operating or administrative expenses, travel to solicit events
2. Building, renovating, and/or remodeling a facility
3. Purchase of permanent equipment
4. Hospitality or social functions
5. Printed programs which solicit advertising
6. Expenses of a local sports team traveling outside the County to compete
7. Salaries other than those noted above.
8. Expenses or debts incurred or obligated prior to the grant, unless agreed upon by the PBC Sports Commission (Must be within time period specified in Grant Period)

James Hardie™ Pro Football Hall of Fame Invitational

March 31 – April 6, 2025

Exhibit E

Reimbursement Formulas

IN ALL CASES ROOM NIGHTS SHALL BE ESTABLISHED ONLY THROUGH WRITTEN VERIFICATION FROM THE FACILITY PROVIDING SUCH ROOMS (HOTEL/MOTEL/REAL ESTATE AGENT), FROM PARTICIPANT REGISTRATION FORMS WHICH MUST INCLUDE TRAVEL/HOTEL INFORMATION AND ROOM NIGHTS STAYED, OR FROM AN INDEPENDENT STUDY/SURVEY APPROVED BY THE PALM BEACH COUNTY SPORTS COMMISSION AND TOURIST DEVELOPMENT COUNCIL.

- A. X Reimbursement is dependent upon GRANTEE attaining the number of hotel rooms estimated in the Application process. In this regard, the grant funds available for reimbursement shall be dependent upon the achievement of those rooms estimated. To the extent GRANTEE does not meet those estimates, the grant amount shall be reduced as follows:

<u>% of Estimated Room Achieved</u>	<u>% of Awarded Funds Available</u>
80%+	100%
60-79%	80%
40-59%	60%
1-39%	See below scale

Should room night totals fall below 40% of the estimated room nights, the GRANTEE’s reimbursement will be **\$10 per room night**.

- B. Reimbursement is dependent upon GRANTEE generating hotel room nights. For every room night generated, GRANTEE will receive a reimbursement of \$10.00 (Ten Dollars) up to a maximum of \$15,000 (Fifteen Thousand Dollars).
- C. Reimbursement is dependent upon GRANTEE attaining the number of hotel rooms based on the sliding scale below. In this regard, the grant funds available for reimbursement shall be dependent upon the achievement of room nights actualized.

<u>Room Nights Actualized</u>	<u>Grant Funds Awarded</u>
50-100	\$1,000
101-200	\$1,750
201-300	\$2,500
301-400	\$3,250
401-500	\$4,000
501-600	\$4,500
601+	\$5,000

- D. Based on a bid process

3/19/2025

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 Edgewood Partners Ins Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED Boca Raton Champions Golf Charities 754 N US Hwy.1 Tequesta FL 33469		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Travelers Property Casualty Co of Amer		25674	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
INSURER F :					

REVISION NUMBER:

EXCLUSIONS AND CONDITIONS OF COVERAGE										POLICY LIMITS TO SHOW WITH RATE BUILT									
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			Y		ZPP-31N57778-25-43	3/1/2025	5/6/2025	EACH OCCURRENCE	\$ 1,000,000								
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000								
	<input checked="" type="checkbox"/>	Contractual Liab								MED EXP (Any one person)	\$ 5,000								
	<input checked="" type="checkbox"/>	Volunteers MP								PERSONAL & ADV INJURY	\$ 1,000,000								
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 1,000,000								
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000								
	OTHER:										\$								
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					ZPP-31N57778-25-43	3/1/2025	5/6/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000								
	<input type="checkbox"/>	ANY AUTO								BODILY INJURY (Per person)	\$								
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$								
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$								
	<input checked="" type="checkbox"/>	\$1,000 Ded.									\$								
				Comp & Coll.															
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR			ZUP-31N5778A-25-43	3/1/2025	5/6/2025	EACH OCCURRENCE	\$ 9,000,000								
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 9,000,000								
	<input type="checkbox"/>	DED		RETENTION \$							\$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y / N					PER STATUTE	OTH-ER								
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				<input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$								
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$								
										E.L. DISEASE - POLICY LIMIT	\$								
A		Crime Misc. Property Liquor Liability					ZPP-31N57778-25-43	3/1/2025	5/6/2025	Crime Misc. Property Liquor Liability	100,000 1,000,000 10,000,000								

DESIGNATION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD 101, Additional Remarks Schedule, may be attached in separate page)
 DESIGNATED TOURNAMENT: James Hardie Pro Football Hall of Fame Invitational/PGA TOUR CHAMPIONS/EFFECTIVE DATE: SEE ABOVE
 Participant Legal Liability is not excluded in above shown coverage.
 Certificate Holder is Additional Insured where required by written contract. See Blanket Additional Insured Endorsement CG D1 44 attached.
 Thirty (30) days written notice to County prior to any material change or cancellation of coverage.

CANCELLATION

<p>CERTIFICATE HOLDER</p> <p>Palm Beach County Board of Commissioners 2195 Southern Boulevard Suite 550 West Palm Beach FL 33406</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p></p>
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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR BODILY INJURY OR PROPERTY DAMAGE AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement; and
- b. If the "bodily injury" or "property damage" is caused, in whole or in part, by your acts or omissions in the performance of "your work" to which that contract or agreement applies or the acts or omissions of any person or organization performing operations on your behalf.

The insurance provided to such additional insured is subject to the following provisions:

- a. The limits of insurance provided to such additional insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. This insurance does not apply to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
- c. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- d. If the written contract or agreement does not require that the insurance provided under this Coverage Part apply on a primary basis, or a primary and non-contributory basis, then this insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR BODILY INJURY OR PROPERTY DAMAGE AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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- a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement; and
- b. If the "bodily injury" or "property damage" is caused, in whole or in part, by your acts or omissions in the performance of "your work" to which that contract or agreement applies or the acts or omissions of any person or organization performing operations on your behalf.

The insurance provided to such additional insured is subject to the following provisions:

- a. The limits of insurance provided to such additional insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. This insurance does not apply to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
- c. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

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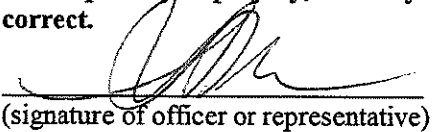
James Hardie™ Pro Football Hall of Fame Invitational
March 31 – April 6, 2025
Exhibit F

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Boca Raton Champions Golf Charities, Inc.
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.


(signature of officer or representative)

STEPHEN MARINO - TOURNAMENT DIRECTOR
(printed name and title of officer or representative)

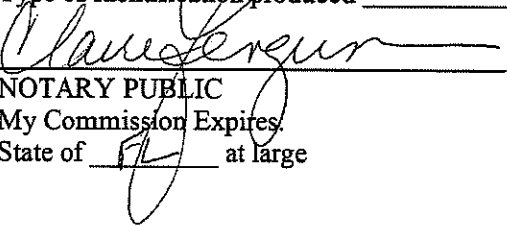
☒ State of Florida, County of Palm Beach

State of, County of

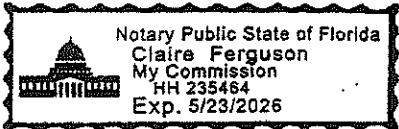
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
19 day of March 2025, by STEPHEN MARINO

Personally known ☒ OR produced identification ☐.

Type of identification produced


NOTARY PUBLIC
My Commission Expires
State of FL at large

(Notary Seal)



CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the TOURNAMENT DIR. (insert title) of BEA PATON CHAMPAIN'S GOLF COURSES (insert business name) a LLC (insert business organization, i.e. corporation, LLC, LLP), organized and existing in good standing under the laws of the State of FLORIDA ("Firm"), and that the following Resolutions are true and correct Resolutions adopted by the BOARD OF DIRECTORS (insert form of management) of the Firm on the day of MARCH 20TH, 20 25, in accordance with the laws of the State of FLORIDA (where Firm is organized) of the Firm, and By LAWS (governing documents) of the Firm.

RESOLVED, that the Firm shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that STEPHEN the MANAGER of the Firm, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Agreement.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 24 day of MARCH, 20 25.

[Signature]
Signature

(SEAL) STEPHEN MARINO, TOURNAMENT DIRECTOR
Print Name and Title

SWORN TO AND SUBSCRIBED before me this 24 day of MARCH, 20 24, by the Stephen Marino of the aforesaid Firm, who is (circle one) personally known to me OR who produced _____ as identification and who did _____ take an oath.

[Signature]
Notary's Signature
CLAIRE FERGUSON
Print Notary's Name

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 5/24

CC-1

