Agenda Item #: 3JJ-2

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025	**[X]**	**Consent**	**[ ]**	**Regular**
	[ ]	**Ordinance**	**[ ]**	**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. BallenIsles Country Club, Inc., for the promotion of the International Tennis Federation (ITF) Masters World Championships 60s, held May 11 – 24, 2025, for the term January 11, 2025 – August 24, 2025. This grantee was approved by the TDC on January 9, 2025, in the amount of $15,000; and

B. Palm Beach County Sports Commission, Inc., for the promotion of the National Collegiate Athletic Association (NCAA)Division II Men's Golf National Championship, held May 18 – 23, 2025, for the term December 18, 2024 – August 23, 2025. This grantee was approved by the TDC on July 11, 2024, in the amount of $30,000.

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 BallenIsles Country Club, Inc./ International Tennis Federation (ITF) Masters World Championships 60s were 2,263, and room nights generated for Palm Beach County Sports Commission, Inc./National Collegiate Athletic Association (NCAA)Division II Men's Golf National Championship were 1,751. **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. BallenIsles Country Club, Inc./ International Tennis Federation (ITF) Masters World Championships 60s Agreement with Exhibits A, B, C, D, E, F, and COI (2)
2. Palm Beach County Sports Commission, Inc./National Collegiate Athletic Association (NCAA)Division II Men's Golf National Championship Agreement with Exhibits A, B, C, D, E, F, and COI (2)

Recommended by: _____ **Date:** 6/23/25
Department Director

Approved By: _____ **Date:** 7/08/25
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	$45,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	**$45,000**				
# 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

Does this item include the use of 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: [signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[signature] 6/25/2025 [signature] 6/30/25
JB 6/25 **OFMB** **Contract Dev. and Control** 6/30/25
CB 6/25

B. Approved as to form and Legal Sufficiency:

[signature] 7/1/25
County Attorney

C. Approved as to Terms and Conditions:

_____
Department Director

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

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PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY G

GRANT AGREEMENT

This Grant Agreement is made and entered into this 5/9/2025 **, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and BALLENISLES COUNTRY CLUB, 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

GRANTEE:	**Name:**	**BallenIsles Country Club, Inc.**
Address:		**100 Ballenisles Circle**
		Palm Beach Gardens, FL 33418
	Attn:	**Gerald Sack**

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1.1 TOTAL AMOUNT OF GRANT: $15,000 (Fifteen Thousand Dollars)

1.2 EVENT DESCRIPTION: International Tennis Federation (ITF) Masters World Championships 60s 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 11, 2025 – August 24, 2025

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

1.8 EVENT SCHEDULE: May 11-24, 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.

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1.10 CALCULATED ROOM NIGHTS: 1,500 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

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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

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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

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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-

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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."

PALM BEACH COUNTY SPORTS COMMISSION

DISCOVER THE PALM BEACHES FLORIDA

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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

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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.

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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.

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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 <u>REMEDIES AND EXPENDITURE DEADLINE</u>:

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

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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 theCOUNTY 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 ornow 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.

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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

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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

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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

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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., ifthe 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

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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

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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

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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 187F96C7C13F47E... **Date:** 5/9/2025

Emanuel Perry, Executive Director
Palm Beach County Tourist Development Council

GRANTEE ORGANIZATION:
BALLENISLES COUNTRY CLUB, INC.

By: DocuSigned by: [signature] 4F6E038AC2C24E8... **Date:** 5/2/2025

Gerald Sack President

Name and Title

GRANTEE'S FEDERAL TAX IDENTIFICATION NUMBER 65-0866504

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ybh DocuSigned by: Yelizaveta B. Herman 03FF141A0314455... **Date:** 5/6/2025
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: DocuSigned by: Joan Hutchinson 892ABED81551401... **Date:** 5/5/2025
Joan Hutchinson
Contracts & Grants Coordinator

PALM BEACH COUNTY SPORTS COMMISSION
APPROVED AS TO TERMS AND CONDITIONS

DocuSigned by: George Linley FE1EB81DBA5B4AF... **Date:** 5/2/2025
George Linley, Executive Director

Docusign Envelope ID: 42C14EDC-2822-4CA6-939E-DFE0CF3D9258

International Tennis Federation (ITF) Masters World Championships 60s
May 11-24, 2025
Exhibit A
EVENT Description

EVENT DESCRIPTION	**International Tennis Federation (ITF) Masters World Championships 60s** The International Tennis Federation (ITF) Masters World Championships is one of the largest international amateur tennis tournaments taking place on an annual basis. The Palm Beach County Sports Commission successfully bid to host the ITF Seniors World Championship, which consists of an individual and team championship division for men and women (ages 60+, 65+, and 70+). This marquee international tennis event is held in four different destination each year, divided by age groups. The event will feature approximately 600 athletes from more than 30 different countries. The Team Championships will commence play on May 11 and conclude on May 16. The Individual Championships will begin on May 17 and conclude on May 24. In order to accommodate one of the world's largest tennis tournaments, 3 different tennis facilities will be used to, needing 80-100 courts. Approximately 850 tennis matches will take place during the team competition and 1,000 matches will take place during the individual competition. The ITF Seniors World Championships is anticipated to be one of the largest tourism generating sporting events of 2022 for Palm Beach County.
GRANTEE **CONTACT**	BallenIsles Country Club, Inc. Gary Henderson / (561) 625-5707
GRANT FUNDS RECOMMENDED	$15,000 (Fifteen 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 1,500 room nights

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International Tennis Federation (ITF) Masters World Championships 60s
May 11-24, 2025
Exhibit B
EVENT Budget

Items		Cash
Sanction Fees		
Site Fees		
Event Production Materials		**$55,900**
Officials		**$16,600**
Awards (non-monetary)		
Equipment		
Rentals		
Insurance		
Security		
Labor		
Marketing/Promotions (in County)		
Marketing/Promotions (out of County)		
Total Budget		**$72,500**

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International Tennis Federation (ITF) Masters World Championships 60s
May 11-24, 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

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International Tennis Federation (ITF) Masters World Championships 60s
May 11-24, 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)

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International Tennis Federation (ITF) Masters World Championships 60s
May 11-24, 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:

% of Estimated Room Achieved	% of Awarded Funds Available
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 reimbursementwill 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 amaximum 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.

Room Nights Actualized	Grant Funds Awarded
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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2025

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 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	CONTACT NAME: Barbara Flores
Arthur J. Gallagher Risk Management Services, LLC 1900 West Loop South, Suite 1600 Houston TX 77027	PHONE (A/C, No, Ext): 713-623-2330 FAX (A/C, No): E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : Fireman's Fund Insurance Company	21873
INSURER C : HDI Global Specialty SE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BallenIsles Country Club, Inc.
c/o Troon Golf, LLC
15044 N. Scottsdale Road
Scottsdale AZ 85254

COVERAGES **CERTIFICATE NUMBER:** 1304732412 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GL3609364	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X TRIA Included						MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
							Aggregate Cap	$ 20,000,000
A	AUTOMOBILE LIABILITY	Y	Y	AL3135683	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Deductible	$ See Below
A B C	[ ] UMBRELLA LIAB [X] OCCUR	Y	Y	BE020407785 USC039041242 18HX2648/23ABHX0180	7/1/2024 7/1/2024 3/31/2024	7/1/2025 7/1/2025 7/1/2025	EACH OCCURRENCE	$ 40,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 40,000,000
	DED [X] RETENTION $ $25,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					[ ] PER STATUTE [ ] OTH-ER	
	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	$
A	Liquor Liability			360-93-98	7/1/2024	7/1/2025	Each Occurrence General Aggregate Aggregate Cap	$2,000,000 $4,000,000 $20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Deductibles – Comp $2,000/Collision $2,000

The General Aggregate for General Liability, Liquor Liability and Umbrella Liability applies per location.
The following Blanket Additional Insured forms apply to the holder or an entity, where required by contract, with regard to the General Liability policy:
Additional Insured where required by written contract.
Additional Insured –Lessor of Leased Equipment
Additional Insured –Mortgagee, Assignee, or Receiver
Additional Insured- Managers or Lessors of Premises
See Attached...

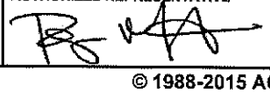
CERTIFICATE HOLDER

Palm Beach County – Board of County Commissioners
and Palm Beach County Sports Commission
2195 Southern Boulevard Suite 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



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED BallenIsles Country Club, Inc. c/o Troon Golf, LLC 15044 N. Scottsdale Road Scottsdale AZ 85254
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Transfer of Rights to Recovery Against Others to us
Primary Noncontributory - Other Insurance Condition
Pesticide and Herbicide coverage included in General Liability Policy

The following Blanket Additional Insured Forms apply to the holder or an entity, where required by contract, with regard to the Auto Liability policy:
Additional Insured – Lessors
Blanket Waiver of Subrogation

Umbrella Liability is follow form of the General Liability, Liquor Liability and Auto Liability policies.

Captive Policy: Fairway Insurance, Inc., Policy # 2024-5, effective 7/1/2024 - 7/1/2025

RE: BallenIsles Country Club, 100 to 505 BallenIsles Circle, Palm Beach Gardens, FL, 33418.
Palm Beach County – Board of County Commissioners AND the Palm Beach County Sports Commission are included as additional insured on the general liability policy, as required by written contract per policy form and subject to the terms, conditions and exclusions of the policy. 30 day notice of cancellation applies except for non payment of premium which is 10 days notice.

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International Tennis Federation (ITF) Masters World Championships 60s,
May 11-24, 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 BALLENISLES COUNTRY CLUB, 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)

Gerald Sack President
(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, 28 day of April 2025, by Gerald Sack.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires: March 21, 2026
State of Florida at large

VICKI VASQUEZ
MY COMMISSION # HH233902
EXPIRES: March 21, 2026

(Notary Seal)

Docusign Envelope ID: ADE32E5C-B370-4C71-A539-00B669B0151E

PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY G

GRANT AGREEMENT

This Grant Agreement is made and entered into this 5/13/2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and PALM BEACH COUNTY SPORTS COMMISSION, 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

GRANTEE: Name: Palm Beach County Sports Commission, Inc.
Address: 2195 Southern Boulevard Suite 550
West Palm Beach, FL 33406

Attn: Doug Mosley

Docusign Envelope ID: ADE32E5C-B370-4C71-A539-00B669B0151E

1.1 TOTAL AMOUNT OF GRANT: $30,000 (Thirty Thousand Dollars)

1.2 EVENT DESCRIPTION: National Collegiate Athletic Association (NCAA) Division II Men's Golf National Championship 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: December 18, 2024 – August 23, 2025

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

1.8 EVENT SCHEDULE: May 18-23, 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.

Docusign Envelope ID: ADE32E5C-B370-4C71-A539-00B669B0151E

1.10 CALCULATED ROOM NIGHTS: 1,758 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 1.1 represents the maximum dollar amount available to GRANTEE under this Grant Agreement. The actual dollar amount reimbursable hereunder shall be dependent upon the eligible expenditures submitted for reimbursement, as more specially set forth in Exhibit D and Exhibit E, attached hereto and made a part hereof.

ARTICLE II
CONDITIONS

2.1 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 1.12 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 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.

2.2 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.

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2.3 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 COUNTY with written reports and documentation demonstrating the EVENT's direct promotion of tourism in the COUNTY. These reports must be received by the COUNTY pursuant to the Reporting Schedule contained in Article 1.5. The GRANTEE will submit said report to the The COUNTY. GRANTEE shall provide immediate notice to the COUNTY in the eventthat a funded EVENT or program is cancelled or rescheduled.

2.4 GRANT AMOUNT AND PAYMENT SCHEDULE: The total amount of the grant is specified in Article 1.1. 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 1.6, subject to conditions of this Agreement, including, but not limited to, the requirements set forth in Articles 1.9, and Article 2.6. 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 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.

2.5 EVENT MONITORING AND EVALUATION: The COUNTY 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

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DEVELOPMENT COUNCIL staff and board members, COUNTY 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.

2.6 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 COUNTY a Request for Payment of Grant Funds upon a form approved by the Clerk of the Board of County**

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Commissioners. Upon approval of a Request for Payment of Grant Funds(hereinafter referred to as "REQUEST") by the Executive Director of the Tourist Development Council, the REQUEST shall be submitted by the GRANTEE 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, and any further documentation deemed necessary by 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.

2.7 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.

2.8 CREDITS: The GRANTEE shall include the following credit designation in all news releases;

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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."

PALM BEACH COUNTY SPORTS COMMISSION

Funded by the Tourist Development Council

DISCOVER THE PALM BEACHES FLORIDA
Tourist Development Council

The credit designation/logo must be easily legible and/or audible

2.9 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, 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 Tourist Development Council, or any of their directors, officers, agents, or employees, the GRANTEE hereby agrees to indemnify, save, holdharmless, 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 connectionwith 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

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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 1.8. PALM BEACH COUNTY 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.

2.10 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.

2.11 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.

2.12 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.

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2.13 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.

2.14 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.

2.15 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),

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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.

2.16 REMEDIES AND EXPENDITURE DEADLINE:

2.16.1 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.

2.16.2 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

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accordance with Article 2.1, GRANTEE shall repay to COUNTY all funds received by it for such canceled EVENT or program.

2.16.3 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.

2.16.4 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.

2.16.5 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.

2.16.6 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.

2.16.7 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

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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 ofany 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 entitynot a party to this Grant Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

2.17 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;

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

2.18 WRITTEN NOTICE: Any written notice required under this Grant Agreement shall be sufficient if sent by certified mail as follows:

2.18.1 As to the GRANTEE: Addressed to the GRANTEE at the address specified in Article 1.

2.18.2 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

2.18.3 As to the COUNTY: Addressed as follows:

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

2.19 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.

2.20 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,

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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

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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:

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(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

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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.

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5.4 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF 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.

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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

DocuSigned by:
By: Emanuel Perry **Date:** 5/13/2025
187F96C7C13F47E...

Emanuel Perry, Executive Director
Palm Beach County Tourist Development Council

GRANTEE ORGANIZATION:

Palm Beach County Sports Commission, Inc.

DocuSigned by:
By: Doug Mosley **Date:** 5/12/2025
29032078F7F34D7...

Doug Mosley Executive Director
Name and Title

GRANTEE'S FEDERAL TAX IDENTIFICATION NUMBER 65-0641013

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

DocuSigned by:
By: ybh Yelizaveta B. Herman **Date:** 5/13/2025
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

DocuSigned by:
By: Joan Hutchinson **Date:** 5/13/2025
Joan Hutchinson
Contracts & Grants Coordinator

PALM BEACH COUNTY SPORTS COMMISSION APPROVED AS TO TERMS AND CONDITIONS

DocuSigned by:
George Linley **Date:** 5/13/2025
George Linley, Executive Director

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National Collegiate Athletic Association (NCAA) Division II Men's Golf National Championship
May 18-23, 2025
Exhibit A
EVENT Description

EVENT DESCRIPTION	**National Collegiate Athletic Association (NCAA) Division II Men's Golf National Championship** The Palm Beach County Sports Commission is partnering with Palm Beach Atlantic University (PBA) and the National Collegiate Athletic Association (NCAA) to host the 2021 NCAA Division II Men's Golf Championship on May 17-21, 2021 at PGA National Resort & Spa's Champion Course. Twenty (20) teams comprised of five (5) golfers each and 8 individuals not on those teams will compete at the NCAA DII Men's Golf Championship. The national championship is projected to attract 108 total players, 132 school representatives (coaches, athletic director, trainer, sports information, etc.), 21 NCAA reps/officials, and 324 spectators. The Championship will be held Sunday through Saturday and will consist of a 54 hole competition, which will declare the individual champion, followed by a cut to the top eight (8) teams. The top eight (8) teams will be placed into a bracket and seeded based on 54-hole scores. The pairings for the quarterfinals will be Seed #1 vs. Seed #8, Seed #2 vs. Seed #7, Seed #3 vs. Seed #6 and Seed #4 vs. Seed #5 competing in medal/match play (stroke play over 18 holes and low score wins a point). Each team match will consist of five (5) points with one (1) point being awarded for each individual match. Winning teams will advance to the semifinals and subsequently the finals. Each individual match will be played to its completion and the first team to win three points within the team match will advance, or in the case of the final match be declared the national champion.
GRANTEE CONTACT	Palm Beach County Sports Commission, Inc. George Linley / (561) 233-3123
GRANT FUNDS RECOMMENDED	$30,000 (Thirty 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 – 1,758 room nights

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National Collegiate Athletic Association (NCAA) Division II Men's Golf National Championship
May 18-23, 2025
Exhibit B
EVENT Budget

Items		Cash
Sanction Fees		
Site Fees		**$64,000**
Event Production Materials		
Officials		**$20,000**
Awards (non-monetary)		
Equipment		**$4,000**
Rentals		
Insurance		
Security		
Labor		**$3,000**
Marketing/Promotions (in County)		
Marketing/Promotions (out of County)		
Total Budget		**$91,000**

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National Collegiate Athletic Association (NCAA) Division II Men's Golf National Championship
May 18-23, 2025
Exhibit C
Sponsorship Agreement

The GRANTEE shall provide the following:

1. Full access at no additional charge to the EVENT and related activities/events;
2. Parking and/or transportation in connection with the EVENT and related activities/events;
3. Materials, promotional items, and memorabilia related to the EVENT and related activities/events; and
4. 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 2.5

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National Collegiate Athletic Association (NCAA) Division II Men's Golf National Championship
May 18-23, 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 Perio

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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 TOURIST DEVELOPMENT COUNCIL.

A. _____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:

% of Estimated Room Achieved	% of Awarded Funds Available
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 reimbursementwill 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 amaximum 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.

Room Nights Actualized	**Grant Funds Awarded**
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. ___X___Based on a bid process

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PALMBEA-09 SGARDNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2025

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

PRODUCER Plastridge Insurance Agency 10337 N. Military Trail Palm Beach Gardens, FL 33410	CONTACT NAME: PHONE (A/C, No, Ext): (561) 630-4955 FAX (A/C, No): (561) 630-4966 E-MAIL ADDRESS: palmbeachdocs@plastridge.com
INSURED Palm Beach County Sports Commission, Inc. 2195 Southern Blvd., Suite 550 West Palm Beach, FL 33406-2339	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co. — 18058 INSURER B : Technology Insurance Company — 42376 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		PHPK2608784-014	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			PHPK2608784-014	10/1/2024	10/1/2025	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			PHUB883726-015	10/1/2024	10/1/2025	AGGREGATE	$
	[ ] DED [X] RETENTION $ 10,000						Aggregate	$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		TWC4489217	10/1/2024	10/1/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Directors & Officers			PHSD1819617-012	10/1/2024	10/1/2025	Limit	1,000,000
A	Group Accident			PHPA141821-006	10/1/2024	10/1/2025	per participant	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners and the Palm Beach County Sports Commission are named as an additional insured with respects to General Liability when required by written contract. (30) days written notice prior to any material change or cancellation of coverage.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
and Palm Beach County Sports Commission
2195 Southern Boulevard, Suite 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

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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 Palm Beach County Sports Commission, 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.

_____ Doug Mosley, President
(signature of officer or representative) (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, 5 day of May 2025, by Doug Mosley.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

_____
NOTARY PUBLIC
My Commission Expires:
State of Florida at large

TYRA M WILLIAMS
Notary Public-State of Florida
Commission # HH 150365
My Commission Expires
July 07, 2025

(Notary Seal)