

Agenda Item #: 6E-1

# DRAFT - SUBJECT TO CHANGE

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	February 3, 2026	<input type="checkbox"/>	<input type="checkbox"/>	Consent Ordinance	<input type="checkbox"/>	Regular Public Hearing
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**Department**Submitted By: TOURIST DEVELOPMENT COUNCILSubmitted For: TOURIST DEVELOPMENT COUNCILI .EXECUTIVE BRIEF**Motion and Title:** Staff recommends motion to:

- A. waive** the Disclosure of Ownership Interests form required for contracts over \$200,000; and  
**B. approve** an Agreement with the PGA TOUR ENTERPRISES, LLC. (TOUR) in the amount of \$3,375,000 for a term of three (3) years, February 3, 2026 through April 30, 2028.

**Summary:** The Professional Golf Association (PGA) has hosted a professional golf tournament in Palm Beach County since 1972. The TOUR, a private for-profit entity created by the PGA in 2023 to do business on behalf of the PGA, is seeking to contract with the County. The TOUR is requesting that the Board of County Commissioners (BCC) waive the requirement that the TOUR provide a Disclosure of Ownership Interests form due to reasons of owners'/members' privacy concerns. The BCC approved the Disclosure of Ownership Interests form (3/13/2007 BCC Agenda Item 6C2) that is required for all contracts in excess of \$200,000, except for contracts awarded on the basis of sealed bids or contracts with publicly traded corporations, non-profits or government agencies. Approval of this Agreement establishes the expenditure of \$3,375,000 in tourist development tax revenues for presenting sponsor rights, requiring "in the Palm Beaches" to be included in the official tournament name (i.e., "Cognizant Classic in the Palm Beaches") for tournaments taking place in 2026, 2027, and 2028. The 2026 tournament will be played at PGA National Resort, from February 26, 2026, through March 1, 2026. The Agreement provides for yearly payments of \$562,500 to be paid on or before February 21, and \$562,500 to be paid on or before April 17, of each year. The TOUR will be responsible for all activities and services regarding the planning, organization, production, and operation of the tournaments and shall be responsible for the full cost of such activities and services. The Agreement also requires the TOUR to provide the County with certain deliverables, such as branding placement, media presence, and activations hosted by the Tourist Development Council (TDC), Palm Beach County Sports Commission, Inc. (Sports), and Discover the Palm Beaches, Inc. (Discover). (Continued on page 3)

**Background and Policy Issues** Since 2003, the BCC has approved grants in support of the PGA hosted professional golf tournament, held at PGA National Resort. The tournament has proved to be successful and provided national exposure to Palm Beach County. Beginning in 2024, the BCC entered into a new one-year agreement which included naming rights to the tournament. The "COGNIZANT CLASSIC IN THE PALM BEACHES" brought about greater exposure of Palm Beach County to the viewing public, aired internationally to over 200 countries, and garnered over 65 million in economic impact to the County in 2025.

**Attachment:**

1. PGA TOUR ENTERPRISES, LLC. Agreement for Presenting Sponsor Rights of the "COGNIZANT CLASSIC IN THE PALM BEACHES" with Exhibits A, B, and COI
2. 3/13/2007 BCC Agenda Item 6C2

DocuSigned by:

Recommended by: Emanuel Perry Date: 1/22/2026  
 187P90CTC13P4TE  
 yb Department Director E

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Chief Deputy County Administrator

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$1,125,000	\$1,125,000	\$1,125,000		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$1,125,000</b>	<b>\$1,125,000</b>	<b>\$1,125,000</b>		
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No   
 Is this Item using State Funds? Yes \_\_\_\_\_ No

Budget Account No.: Fund: 1452 Dept. 710 Unit: 7310 Object: 3401  
 Fund: 1454 Dept. 710 Unit: 7425 Object: 3401  
 Fund: 1457 Dept. 710 Unit: 7426 Object: 3401

Reporting Category \_\_\_\_\_

- B. Recommended Sources of Funds/Summary of Fiscal Impact:**
- 1452 - Tourist Development Council \$375K
  - 1454 - Discover The Palm Beaches \$375K
  - 1457 - Palm Beach County Sports Commission \$375K

C. Department Fiscal Review: \_\_\_\_\_

Signed by:  
Vannette Youyoute  
1604F421FF2D499...

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

Lucy Bent 1/13/26 Thunde Mull 1/22/26  
OF 1/13 Contract Dev. and Control  
vs 413 29 1.22.26

### B. Approved as to form and Legal Sufficiency:

VCB 1/23/26  
Assistant County Attorney

### C. Approved as to Terms and Conditions:

\_\_\_\_\_  
 Department Director

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

**Continued from page 1**

**Summary:** The termination clause allows the TOUR and the County to terminate the Agreement with 45 business days written notice in the event of substantial failure by the County, and without cause with 60 business days' notice, provided that if the next scheduled commencement date of the tournament is within 180 days of the TOUR's written notice, termination shall only be effective when the tournament has concluded, and all duties and obligations have been satisfactorily met. On November 13, 2025, the TDC recommended to the Board of County Commissioners (BCC) approval of this Agreement. This Agreement is funded through tourist development tax revenues allocated in the TDC, Sports, and Discover budgets. Countywide (YBH)

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND PGA TOUR ENTERPRISES, LLC FOR PRESENTING SPONSOR RIGHTS OF  
COGNIZANT CLASSIC IN THE PALM BEACHES**

This **AGREEMENT** is made as of the 3rd day of February 2026, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("COUNTY"), and **PGA TOUR ENTERPRISES, LLC** ("TOUR") (singularly, "PARTY" and collectively, "PARTIES"), authorized to do business in the State of Florida, whose Federal I.D. is 37-2113106.

**WHEREAS**, TOUR is producing an annual Professional Golf Association Tour Tournament, featuring professional golfers with which TOUR has agreements for participation at PGA National Resort in Palm Beach Gardens;

**WHEREAS**, COUNTY desires to be a presenting sponsor and have "IN THE PALM BEACHES" included as part of the official **TOURNAMENT** name, as follows: "COGNIZANT CLASSIC IN THE PALM BEACHES" (the "**TOURNAMENT**");

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

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

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

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Purpose.** The purpose of this **AGREEMENT** is to establish the terms and conditions for the PARTIES to mutually participate in the 2026, 2027, and 2028 **TOURNAMENTS**, which are (inclusive of the PRO-AMs).
3. **Effective Date.** This **AGREEMENT** shall become effective immediately upon full execution of this **AGREEMENT** (with COUNTY as the final signatory).
4. **Term.** The term of this **AGREEMENT** will commence on the Effective Date as set forth herein and terminate on April 30, 2028.
5. **Funding.** The total funding to be provided by the COUNTY under this **AGREEMENT** shall not exceed \$3,375,000.

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

- (a) Provide payments to the **TOUR**, as follows: (1) \$562,500 (five hundred sixty two thousand five hundred dollars) on or before February 21, of each year of the term of the **AGREEMENT**, and (2) \$562,500 (five hundred sixty two thousand five hundred dollars) on or before April 17, of each year of the term of this **AGREEMENT**, in each instance in immediately available funds upon the **TOUR** providing the supporting documentation, per Section 7(g) below.
- (b) Provide the **TOUR** with a logo for each of the following for sponsorship recognition and use as set forth in **EXHIBIT A**: (i) the **COUNTY**, (ii) **TDC**, (iii) **SPORTS** and (iv) **DISCOVER**.

7. **TOUR Responsibilities and Deliverables.**

- (a) **TOUR** shall include the phrase "IN THE PALM BEACHES" as part of the official name of the **TOURNAMENT**, as follows: "COGNIZANT CLASSIC IN THE PALM BEACHES."
  - (b) **TOUR** shall host the **TOURNAMENT** at PGA National Resort in accordance with the responsibilities and deliverables set forth herein and attached as **EXHIBIT A**.
  - (c) **TOUR** shall provide all activities and services regarding the planning, organization, production, and operation of the **TOURNAMENT** and shall be responsible for the full cost of such activities and services and the provision of such responsibilities and deliverables.
  - (d) **TOUR** shall be responsible for securing use of PGA National Resort and coordinating the **TOURNAMENT**.
  - (e) **TOUR** shall be responsible for securing and coordinating all media coverage for the **TOURNAMENT**.
  - (f) The ownership of the **TOURNAMENT** shall remain with the **TOUR**.
  - (g) No later than thirty (30) days prior to the **COUNTY**'s 2<sup>nd</sup> payment, the **TOUR** shall provide **COUNTY** with supporting documentation with sufficiently reasonable detail showing the provision of each of the deliverables in **EXHIBIT A**. Documentation submitted by the **TOUR** shall be itemized in sufficient detail for pre-payment audit thereof. Such documentation may include invoices, substantiated proof of payment or performance of the goods and services.
8. **Event Monitoring and Evaluation.** The **COUNTY** shall monitor and conduct an evaluation of compliance with this **AGREEMENT**. **TOUR** shall provide County representatives as hereinafter defined, in possession of tickets to either the Shoreline Suites, Ross Cabana Hospitality Suites, or

Grounds Passes as set forth in Sections 6, 9, & 10 in **EXHIBIT A**, which **COUNTY REPRESENTATIVES** may include, but are not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TDC staff and board members, SPORTS staff, DISCOVER staff and board members, and guests (collectively, "**COUNTY REPRESENTATIVES**") full access, including but not limited to parking, meals and entertainment, without cost to the **TOURNAMENT** or **COUNTY**, and to any other key stakeholder events to observe, encourage, and/or monitor the **TOUR**'s program, procedures, and operations under this **AGREEMENT** or to discuss the **TOURNAMENT** with the **TOUR**'s personnel. Such participation shall be reasonable relative to any such event's capacity restrictions, and overall purpose and shall be determined by **COUNTY**, in consultation with **TOUR**. To encourage and facilitate **COUNTY**'s participation, as part of the consideration for this **AGREEMENT**, **TOUR** shall provide a reasonable number of complimentary tickets to the **COUNTY** and to key stakeholder events as set forth in **EXHIBIT A** during the term of this **AGREEMENT** to the **COUNTY** for further distribution to **COUNTY REPRESENTATIVES**. The **COUNTY** hereby authorizes **TOUR** to provide such access directly to the **COUNTY REPRESENTATIVES** on the **COUNTY**'s behalf. In so doing, **TOUR** shall take all reasonable efforts to communicate to the **COUNTY REPRESENTATIVES** that the access to the event and to any key stakeholder events is being provided pursuant to this **AGREEMENT**, and that the **COUNTY** is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by **COUNTY** at any time for any reason upon notice to **TOUR**.

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

If the **TOURNAMENT** for which a pre-payment was made is cancelled and does not occur due to a force majeure event, **COUNTY** will be reimbursed for those payments, minus verifiable documented direct expenditures **TOUR** has made towards the **TOURNAMENT** and any non-cancellable obligations incurred by **TOUR** under this **AGREEMENT** (after all mitigation efforts) which expenditures must be dated and occurring prior to the notification of the Force Majeure cancellation. No overhead, profit, or internal expenditures shall be included as verifiable documented expenditures. **TOUR** shall provide invoices and to the extent practicable, paid receipts in order to document expenditures made to date of cancellation. Thereafter, **COUNTY** and **TOUR** shall be relieved of all obligations under this **AGREEMENT** relating to such cancelled

**TOURNAMENT.**

Notwithstanding the forgoing, in the event that **TOUR** postpones or delays the **TOURNAMENT** due to a force majeure event, then **TOUR** shall have the right to elect to stage, produce and distribute the live **TOURNAMENT** on its rescheduled date and/or time and to provide **COUNTY** with the applicable sponsorship and advertising benefits hereunder in accordance with all the terms hereof in connection with the rescheduled **TOURNAMENT** (including, without limitation, any payments described in Section 7(a) and all benefits under **EXHIBIT A**), in which case all of the **COUNTY** and **TOUR**'s rights herein shall survive. For clarity, the foreseeability of an event shall not be a disqualifying factor in a determination of whether such event is considered a force majeure event hereunder.

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

As to the County:

Emanuel Perry, Executive Director  
Palm Beach County Tourist  
Development Council 2195  
Southern Boulevard, Suite 500  
West Palm Beach, Florida 33406  
561-233-3133

with a copy to:

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

Joseph Abruzzo County Administrator  
Palm Beach County  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-6726

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

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

As to TOUR:

Neera Shetty  
Chief Legal Officer  
PGA TOUR Enterprises, LLC  
1 PGA TOUR Boulevard  
Ponte Vedra Beach, FL 32082

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

12. **Delegation of Duty.** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.
13. **Filing.** A copy of this **AGREEMENT** shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
14. **Indemnification.** In the absence of the gross negligence or willful misconduct by **COUNTY**, **TOUR** shall protect, defend, reimburse, indemnify and hold **COUNTY**, its agents, employees and elected officers harmless from and against all third-party claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this **AGREEMENT** or due to the acts or omissions of **TOUR**.
15. **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the **TOUR**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., the **TOUR** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The **TOUR** is specifically required to:
  - (a) Keep and maintain public records required by the **COUNTY** to perform services as provided under this **AGREEMENT**.
  - (b) Upon request from the **COUNTY'S** Custodian of Public Records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The **TOUR** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the **AGREEMENT** Term and following completion of the **AGREEMENT**, if the **TOUR** does not transfer the records to the public agency.
- (d) Upon completion of the **AGREEMENT** the **TOUR** shall transfer, at no cost to the **COUNTY**, all public records in possession of the **TOUR** unless notified by **COUNTY**'s representative/liaison, on behalf of the **COUNTY**'s Custodian of Public Records, to keep and maintain public records required by the **COUNTY** to perform the service. If the **TOUR** transfers all public records to the **COUNTY** upon completion of the **AGREEMENT**, the **TOUR** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the **TOUR** keeps and maintains public records upon completion of the **AGREEMENT**, the **TOUR** shall meet all applicable requirements for retaining public records. All records stored electronically by the **TOUR** must be provided to **COUNTY**, upon request of the **COUNTY**'s Custodian of Public Records, in a format that is compatible with the information technology systems of **COUNTY**, at no cost to **COUNTY**.
- (e) If the **TOUR** (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., failure of the **TOUR** to comply with the requirements of this article shall be a material breach of this **AGREEMENT**. **COUNTY** shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. **TOUR** acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

16. **Inspector General.** Palm Beach County has established the office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed **COUNTY** contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of **TOUR**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. **TOUR**'s failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in

violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

17. **Non-Discrimination.** The **COUNTY** is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Parties warrant and represent that throughout the term of the **AGREEMENT**, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the **AGREEMENT**.
  18. **Remedies.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- No provision of this **AGREEMENT** is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a Party to this **AGREEMENT**, including but not limited to, any citizen or employees of the **COUNTY**.
19. **Governing Law/Venue/Waiver.** This **AGREEMENT** shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the **AGREEMENT** will be held in Palm Beach County and the **AGREEMENT** will be interpreted according to the laws of Florida. **BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
  20. **Insurance.** The **TOUR** shall maintain at its sole expense, in force and effect at all times during the Term of this **AGREEMENT**, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the **AGREEMENT**. The requirements contained herein, as well as **COUNTY**'s review or acceptance of insurance maintained by **TOUR**, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **TOUR** under the **AGREEMENT**. **TOUR** agrees to notify the **COUNTY** at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.
    - (a) **Commercial General Liability:** **TOUR** shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of

the State of Florida, its Officers, Employees, and Agents”, “Palm Beach County Sports Commission, Inc.”, and “Discover the Palm Beaches, Inc.”, as Additional Insureds. A copy of the endorsement shall be provided to **COUNTY, SPORTS, and DISCOVER** upon request.

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

Palm Beach County Board of County Commissioners and may be addressed:  
c/o Department  
Using the address as indicated in the “Notices” article or another address on **AGREEMENT** of the parties.
- (f) Right to Revise or Reject: **COUNTY**, by and through its Risk Management Department in

cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. **Severability.** In the event that any provision of this **AGREEMENT** is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this **AGREEMENT**.
22. **Public Entity Crimes.** As provided in F.S. 287.132-133, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **TOUR** certifies that it, its affiliates, and to its knowledge the **TOUR**'s subcontractors, consultants, and suppliers, who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
23. **Scrutinized Companies.**

As provided in F.S. 287.135, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **TOUR** certifies that it, its affiliates, and to its knowledge the **TOUR**'s subcontractors, consultants, and suppliers who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if **TOUR** is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this **AGREEMENT** may be terminated at the option of the **COUNTY**.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **TOUR** certifies that it, its affiliates, and to its knowledge the **TOUR**'s subcontractors, consultants, and suppliers who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the **COUNTY** determines, using credible information available to the public, that a false certification has been submitted by **TOUR**, this **AGREEMENT** may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this **AGREEMENT** shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of **AGREEMENT** renewal, if applicable.

24. **Counterparts.** This **AGREEMENT**, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same **AGREEMENT**. The **COUNTY** may execute the **AGREEMENT** through electronic or manual means. **TOUR** shall execute by manual means only, unless the **COUNTY** provides otherwise.
25. **E-Verify-Employment Eligibility.** **TOUR** warrants and represents that it is in compliance with section 448.095 , Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the work authorization status of all new employees; and (2) has verified or shall verify, prior to entering into any contract with a subcontractor, that all of **TOUR**'s subcontractors performing the duties and obligations of this **AGREEMENT** are registered with the E-Verify System, and use the E-Verify System to electronically verify the work authorization status of all new employees.

**TOUR** shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. **TOUR** shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this **AGREEMENT** which requires a longer retention period.

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

26. **Entirety of AGREEMENT.** The Parties agree that this **AGREEMENT**, together with any attached exhibits, sets forth the entire **AGREEMENT** between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this **AGREEMENT** may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.
27. **Termination.** This **AGREEMENT** may be terminated by **TOUR** upon forty-five (45) business days' prior written notice to the **COUNTY** in the event of substantial failure by the **COUNTY** to perform in accordance with the terms of this **AGREEMENT** through no fault of the **TOUR**. The **AGREEMENT** may also be terminated by **TOUR** without cause upon sixty (60) business days' written notice to the **COUNTY**. Provided, however, that if the next scheduled commencement date of the **TOURNAMENT** (the "**FINAL TOURNAMENT**") is within one hundred eighty (180) days of **TOUR**'s written notice, termination shall only be effective upon the date when both of the following conditions have been met:
  - A. The **FINAL TOURNAMENT** has concluded; and
  - B. **COUNTY** and **TOUR** have fully and satisfactorily performed all of their respective duties and obligations under this **AGREEMENT** up to and including completion of the **FINAL TOURNAMENT**, and any related post-**FINAL TOURNAMENT** requirements, including all express and implied terms.

**COUNTY** and **TOUR** expressly agree that all rights and obligations, including but not limited to performance requirements, payment obligations, and indemnification provisions, shall survive and remain in full force and effect until the effective date of the termination. A **PARTY**'s notice shall not excuse either **PARTY** from the full performance of the **PARTY**'s duties accrued and owing under the **AGREEMENT** up to and including completion of the **FINAL TOURNAMENT**, and any related post-**FINAL TOURNAMENT** requirements.

The **AGREEMENT** may also be terminated, in whole or in part, by the **COUNTY**, with cause upon five (5) business days' written notice to the **TOUR** or without cause upon ten (10) business days' written notice to the **TOUR**. Provided, however, that if the scheduled commencement date of

the **FINAL TOURNAMENT** is within one hundred eight (180) days of **COUNTY**'s written notice, termination shall only be effective upon the date when both of the following conditions have been met:

- C. The **FINAL TOURNAMENT** has concluded; and
- D. **COUNTY** and **TOUR** have fully and satisfactorily performed all of their respective duties and obligations under this **AGREEMENT** up to and including completion of the **FINAL TOURNAMENT**, and any related post-**FINAL TOURNAMENT** requirements, including all express and implied terms.

To the extent written notice of termination has been delivered pursuant to this Section 27, any solicitation or engagement in negotiations and/or entry into an agreement with any third party by the **TOUR** concerning any tournament, other than the **FINAL TOURNAMENT**, including without limitation any tournament that may be deemed a modification of or replacement for the **TOURNAMENT**, will not be deemed a breach by **TOUR**.

Unless the **TOUR** is in breach of this **AGREEMENT**, the **TOUR** shall be paid for services rendered to the **COUNTY**'s satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the **COUNTY** in writing, the **TOUR** shall:

- A. Stop work on the date and to the extent specified.
  - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - C. Transfer all work in process, completed work, and other materials related to the terminated work to the **COUNTY**.
  - D. Continue and complete all parts of the work that have not been terminated.
28. License to use marks. A copy of the official **TOURNAMENT** logo (the "TOURNAMENT MARK") will be provided by the **TOUR** to the **COUNTY** for mutually agreed upon uses, as provided herein. **COUNTY** agrees that all right, title, and interest to the **TOURNAMENT MARK** are vested in the **TOUR**. During the Term, **TOUR** grants to **COUNTY**, TDC, SPORTS and DISCOVER, the non-exclusive, royalty free, non-transferable, non-sublicensable, non-assignable and indivisible right and license to use the **TOURNAMENT MARK** in accordance with the **AGREEMENT**. Nothing herein shall grant **COUNTY** any right or license to use other names, trademarks, trade names and/or service names of **TOUR**. **COUNTY** agrees that all uses of the **TOURNAMENT MARK** shall be subject to **TOUR**'s prior approval in each instance, which approval shall not be unreasonably withheld, conditioned, or delayed.
- COUNTY** grants **TOUR** a non-exclusive, royalty free, non-transferable, non-sublicensable, non-assignable and indivisible right and license to use the **COUNTY** name and/or logo, as provided by **COUNTY** in accordance with the **AGREEMENT** and solely in connection with identification and promotion of **COUNTY**'s participation and association with the **TOURNAMENT**.
29. 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 **TOUR** certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest,

contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

30. Human Trafficking Affidavit. TOUR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. TOUR has executed Exhibit B, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
31. Successors and Assigns - The **COUNTY** and the **TOUR** each binds itself and its successors, executors, administrators and assigns to the other party and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **COUNTY** nor the **TOUR** shall assign, sublet, convey or transfer its interest in this **AGREEMENT** without the prior written consent of the other.
32. Availability Of Funds. The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.
33. Access And Audits. TOUR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at TOUR's place of business.

(Remainder of Page left intentionally blank)

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

**ATTEST:**

**MICHAEL A. CARUSO**  
**CLERK AND COMPTROLLER**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

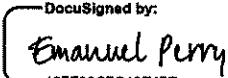
By: \_\_\_\_\_  
Mayor Sara Baxter

**PGA TOUR ENTERPRISES, LLC**

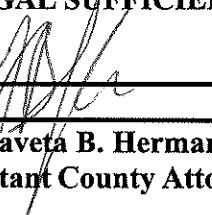
By: Neera Shetty 1/9/2026  
Neera Shetty, Chief Legal Officer

<b>APPROVED</b>	
Chief Financial Officer	<input checked="" type="checkbox"/> M
Chief Legal Officer	<input checked="" type="checkbox"/> Y

**APPROVED AS TO TERMS AND CONDITIONS**

DocuSigned by:  
By:   
Emanuel J. Perry, Director  
Tourist Development Council

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Yelizaveta B. Herman  
Assistant County Attorney

## EXHIBIT A

### DELIVERABLES

For each of the 2026, 2027, and 2028 TOURNAMENT years, TOUR shall provide the following:

1. Branding of the TOURNAMENT as “COGNIZANT CLASSIC IN THE PALM BEACHES” (BRANDING).
2. BRANDING on front of caddie vests.
3. BRANDING on mesh fencing, official pin flags, and tee fences.
4. BRANDING on TOURNAMENT entrance, directional signage, banners, course maps, and at the Ross Cabana.
5. Branding on all of the TOURNAMENT promotional materials.
6. DISCOVER activation area between holes 10, 11, and 17, to include 40-foot x 40-foot DISCOVER Cabana Tent with a video board, custom vinyl graphics and signage production featuring DISCOVER logo, furniture package, and concession and bar.
7. Two (2) Ross Cabana Suites on 17<sup>th</sup> tee for thirty (30) guests in each suite, total, for each day of the TOURNAMENT, inclusive of food and beverage.
8. Two (2) Shoreline Suites on 18<sup>th</sup> green for thirty-five (35) guests in each suite, for each day of the TOURNAMENT, inclusive of food and beverage.
  - a. One SPORTS branded charging station placed in each of the two (2) Shoreline suites for each day of the TOURNAMENT.
9. Fifty (50) on-site valet parking passes for each day, Thursday – Sunday, inclusive, of the TOURNAMENT.
10. Fifty (50) off-site parking passes for each day, Thursday – Sunday, inclusive, of the TOURNAMENT.
11. Fifty (50) grounds passes for each day, Thursday – Sunday, inclusive, of the TOURNAMENT.
12. To the extent that a daily pairing’s guide is produced, one (1) full-page four-color SPORTS ad in daily pairing’s guide for each day of the TOURNAMENT.
13. To the extent that a TOURNAMENT program is produced, one (1) full-page four-color SPORTS ad in TOURNAMENT program.
14. SPORTS brand placement on official player walkway bridge sign, with logo and messaging to be provided by COUNTY.
15. COUNTY, SPORTS, and DISCOVER website links on TOURNAMENT website.
16. 100 high resolution photos of the TOURNAMENT.
17. Three (3) positions for one group for the Tuesday Pro-Am of the TOURNAMENT.
18. Tuesday Pro-Am presenting naming right “Presented by The Palm Beaches.”
19. Three (3) positions for one group for the Wednesday Pro-Am of the TOURNAMENT.
20. Media coverage
  - a. Golf Channel – Minimum three (3) hours of live broadcast per day on Thursday through Friday of the TOURNAMENT.
  - b. Golf Channel – Minimum two (2) hours of live lead-in broadcast per day on Saturday and Sunday of the TOURNAMENT.
  - c. NBC – Minimum three (3) hours of live broadcast television per day on Saturday and Sunday of the TOURNAMENT.
  - d. ESPN+ – Minimum of four (4) simultaneous live feeds for each day of the

## **TOURNAMENT.**

- a. PGA TOUR LIVE on ESPN+ - fifteen (15) second mid-roll media, with 20,000 impressions per feed anticipated.
- e. Prior to each broadcast
  - a. One (1) featured group feed covering two (2) groups
  - b. One (1) featured hole feed covering two (2) holes
  - c. Two (2) other feeds such as Marquee Group or Featured Group
- f. During each broadcast
  - a. Two (2) featured group feeds, covering two (2) groups
  - b. Two (2) featured hole feeds, covering two (2) holes
- g. During the **TOURNAMENT** simulcast, **TOUR** shall make commercially reasonable efforts to ensure the **COUNTY** is the only destination advertised on the Golf Channel, NBC, and ESPN+, and that no other destination shall be allowed to advertise. The **TOUR** shall make reasonable efforts to ensure that the **COUNTY** provided talking points are mentioned during the broadcast on Golf Channel, NBC, and ESPN+.
- h. Domestic Television Advertising Package
  - TV
    - a. Golf Channel Ad Units – eight (8) total units
      - Four (4) units aired in live coverage
      - Four (4) units aired in replay coverage
      - All ad units shall be minimum of thirty seconds (:30s) each
    - b. NBC Ad Units – six (6) total units, minimum of 30 seconds each
      - All units aired in live coverage
    - Domestic National Promotion
      - **TOURNAMENT**'s logo and name inclusion in national tune-in promotion on NBC, ESPN+ and Golf Channel
- 21. Digital and Social Media
  - a. Six (6) social media posts, shared equally between **SPORTS** and **DISCOVER**, on the Tournament's social channels, which may include Facebook, Instagram and X.
  - b. Two (2) **SPORTS** and two (2) **DISCOVER** e-blasts to **TOURNAMENT** patron database.
- 21. **BRANDING** on PGATOUR.com, **TOURNAMENT** website, and all social media platforms of the **TOUR**.
- 22. 20% share of voice of ad inventory within **TOURNAMENT** hub pages (non-scoring) on PGATOUR.com

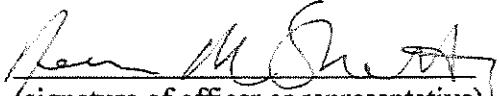
EXHIBIT B

**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 PGA TOUR Enterprises, LLC (TOUR) and attest that TOUR 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)

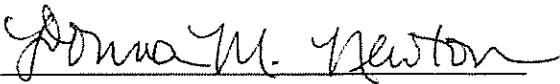
Neera Shetty, Chief Legal Officer  
(printed name and title of officer or representative)

  
St. Johns  
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization this  
6th day of January 2026, by Neera M. Shetty.

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_.



NOTARY PUBLIC

My Commission Expires:

State of Florida at large



(Notary Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2026

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(fes) 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: Donna Morris	
Edgewood Partners Ins Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328		PHONE: 404-421-3841 (A/C, No. Ext.)	FAX (A/C, No.):
		EMAIL: donna.morris@epicbrokers.com	ADDRESS:
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Co of Amer 25674	
INSURED		INSURER B:	
PGA TOUR Enterprises, LLC D.B.A. Cognizant Classic in The Palm Beaches 300 Avenue of the Champions Suite 200 Palm Beach Gardens FL 33418		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

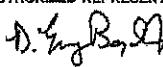
COVERAGES		CERTIFICATE NUMBER: 789884814		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO 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/SUBR INSD	WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> X OCCUR  X Volunteers MP  X Contractual Liab		Y	ZPP16N9344A25	12/9/2025	4/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY \$1,000 Ded. Comp & Coll			ZPP16N9344A25	12/9/2025	4/1/2026	COMBINED SINGLE LIMIT (Ex accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB  EXCESS LIAB	X	OCCUR CLAIMS-MADE	ZUP81N7136825	12/9/2025	4/1/2026	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input checked="" type="checkbox"/> DTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime Misc. Property			ZPP16N9344A25	12/9/2025	4/1/2026	Crime Misc. Property 100,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10f, Additional Remarks Schedule, may be attached if more space is required)  
DESIGNATED TOURNAMENT: Cognizant Classic in The Palm Beaches/PGA TOUR/Effective Date: See Above

ADDITIONAL INSURED - WHERE REQUIRED BY WRITTEN CONTRACT: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents; Palm Beach County Sports Commission, Inc., and Discover the Palm Beaches, Inc. - Waiver of Subrogation applies - where required by written contract. Per Blanket Endorsements CGD1 44 and CG2404 attached.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents 2195 Southern Blvd., Suite 500 West Palm Beach FL 33406	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

- (1) Any "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- d. If the written contract or agreement does not require that the insurance provided under this Coverage Part apply on a primary basis, or a primary and non-contributory basis, then this insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

### SCHEDULE

#### Name Of Person Or Organization:

Any person or organization that you have agreed in a written contract or agreement to waive your right of recovery against, but only for payments we make because of:  
1. "Bodily injury" or "property damage" that occurs; or  
2. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8.  
**Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage

arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: March 13, 2007       Consent       Regular  
 Public Hearing

Department

**APPROVED**

Submitted By: COUNTY ATTORNEY      BY BOARD OF COUNTY COMMISSIONERS  
 AT MEETING OF MAR 13 2007  
 Submitted For: *Dacey Phueller* D.G.  
 MINUTES & RECORDS SECTION

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: Approve format and use of Disclosure Statement for Commissioners and their Family Members and Disclosure of Ownership Interests for certain business entities and individuals seeking to do business with Palm Beach County.

**Summary:** The following disclosure forms were prepared in response to Commission requests for greater transparency in government decision making. The Disclosure Statement for Commissioners and their Family Members requires each commissioner to identify, among other things, employers, business interests, and real property holdings of the commissioner, his or her spouse, and children. The Disclosure of Ownership Interests must be completed on behalf of an individual or business entity that seeks to do business with the County. It applies to all contracts in excess of \$200,000 that must be approved by the BCC. It does not apply to contracts awarded solely on the basis of sealed bid, or to change orders. In addition, disclosure is not required for publicly traded corporations, non-profit corporations, or government agencies. Upon BCC approval, this form will be included in future agenda items. Also attached for your information are two forms recently developed by the Planning and Zoning Divisions. These require identification of ownership interests in applicants and landowners connected with development order applications.  
Countywide (LB)

**Background and Policy Issues:** The attached forms will improve public understanding of the business relationships present when individuals and business entities seek land development approval from or a contractual relationship with the County Commission.

**Attachments:**

1. Disclosure Statement for Commissioners and their Family Members
2. Disclosure of Ownership Interests
3. Planning and Zoning Disclosure Statements for Owners and Applicants

Recommended by: \_\_\_\_\_

County Attorney

*DMN* 2/23/07

Date

Approved by: \_\_\_\_\_

N/A

Date

2780

6 C 2

**II. FISCAL IMPACT ANALYSIS****A. Five Year Summary of Fiscal Impact**

	Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures						
Operating Costs						
External Revenues						
Program Income (County)						
In-Kind Match (County)						
NET FISCAL IMPACT						
# ADDITIONAL FTE POSITIONS (Cumulative)						

Is Item Included in Current Budget?  Yes  No

Budget Account No.:	Fund	Department	Unit	Object

Reporting Category

**B. Recommended Sources of Funds/Summary of Fiscal Impact:****C. Departmental Fiscal Review:****III. REVIEW COMMENTS****A. OFMB Fiscal and/or Contract Development and Control Comments:**

*John S. [Signature] 2-27-07*  
2/27/07 OFMB 1/20/07 *John S. [Signature] 2-27-07*  
1/20/07 Contract Development and Control

**B. Legal Sufficiency:**

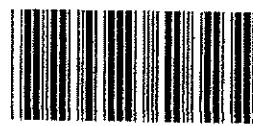
*John S. [Signature] 2-27-07*  
2/27/07 Assistant County Attorney

**C. Other Department Review:**

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

## Document Type



\* P B C 0 7 \*

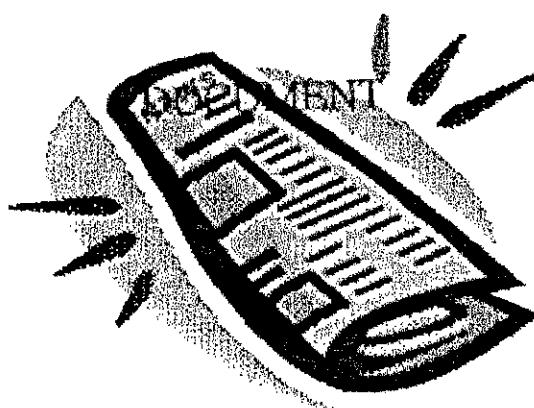
## Agenda Item Backup

Place Interim Doc  
Label Here →



Place Restricted Doc  
Label Here →

\* P B C R D O \*



**DISCLOSURE STATEMENT  
FOR COMMISSIONERS AND THEIR FAMILY MEMBERS**

*Please update as needed to ensure this statement is complete and accurate. Attach extra sheets as necessary.*

Commissioner \_\_\_\_\_

Identify all EMPLOYERS of yourself, your spouse, and children:

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Identify primary sources of INCOME and LIABILITIES as reported in your financial disclosure form (Form 6):

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Identify all **BUSINESSES** (sole proprietorship, partnership, corporate or other) in which you, your spouse, or children own 5% or more interest, or in which your combined ownership interest equals 5% or more:

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Identify all REAL PROPERTY (land and buildings) in which you, your spouse, or children own a 5% or more interest in the State of Florida, excluding real property outside of Palm Beach County which is owned by your children and used as their primary residence. Identify by providing a description of the property and its location. Although a legal description of the property will do, a lengthy description is not required. Use simpler descriptions, such as "duplex, 115 Terrace Avenue, Tallahassee" or "40 acres located at the intersection of Hwy. 60 and I-95, Lake County." In some cases, the property tax identification number of the property will help in identifying it: "120 acre ranch on Hwy. 902, Hendry County, Tax ID #131-45863."

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_
- (e) \_\_\_\_\_

Identify any individuals or entities that are CO-OWNERS of the real property listed above:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_
- (e) \_\_\_\_\_

Identify all ASSOCIATIONS, CORPORATIONS or NONPROFIT ORGANIZATIONS in which you, your spouse, or children serve as director or officer (e.g., President, Vice-President, Chair), regardless of any ownership interest:

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The above disclosure statement is complete and accurate to the best of my knowledge as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Commissioner \_\_\_\_\_

2783

## DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual **or**  
 the \_\_\_\_\_ of \_\_\_\_\_  
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]  
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: \_\_\_\_\_

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_,  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

(Print Notary Name)  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

2784

6 C 2

**EXHIBIT "A"**

#### DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name \_\_\_\_\_

**Address**

2785

6 C 2

PALM BEACH COUNTY - ZONING DIVISION

FORM # 08

## DISCLOSURE OF OWNERSHIP INTERESTS - APPLICANT

TO: PALM BEACH COUNTY PLANNING, ZONING AND BUILDING EXECUTIVE  
DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared  
\_\_\_\_\_, hereinafter referred to as "Affiant," who  
being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [ ] \_\_\_\_\_  
[position—e.g., president, partner, trustee] of \_\_\_\_\_ [name and  
type of entity—e.g., ABC Corporation, XYZ Limited Partnership], (hereinafter,  
"Applicant"). Applicant seeks Comprehensive Plan amendment or Development Order  
approval for real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: \_\_\_\_\_  
\_\_\_\_\_.

3. Attached hereto as Exhibit "B" is a complete listing of the names and  
addresses of every person or entity having a five percent or greater interest in the  
Applicant. Disclosure does not apply to an individual's or entity's interest in any entity  
registered with the Federal Securities Exchange Commission or registered pursuant to  
Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm  
Beach County policy, and will be relied upon by Palm Beach County in its review of  
Applicant's application for Comprehensive Plan amendment or Development Order  
approval. Affiant further acknowledges that he or she is authorized to execute this  
Disclosure of Ownership Interests on behalf of the Applicant.

5. Affiant further acknowledges that he or she shall by affidavit amend this  
disclosure to reflect any changes to ownership interests in the Applicant that may occur  
before the date of final public hearing on the application for Comprehensive Plan  
amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

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\_\_\_\_\_, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

---

Notary Public

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(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

Disclosure of Beneficial Interest -Applicant form

Created 01/30/2007

2788

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**EXHIBIT "B"**

**DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT**

Affiant must identify all entities and individuals owning five percent or more ownership interest in Applicant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

2789

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**DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY**

TO: PALM BEACH COUNTY PLANNING, ZONING AND BUILDING EXECUTIVE DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [ ] \_\_\_\_\_ [position—e.g., president, partner, trustee] of \_\_\_\_\_ [name and type of entity—e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with Palm Beach County.

2. Affiant's address is: \_\_\_\_\_

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County in its review of application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

Disclosure of Beneficial Interest Ownership form

Created 01/22/2007  
Updated 01/31/2007

2790

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6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

---

\_\_\_\_\_, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

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Notary Public

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(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

Disclosure of Beneficial Interest Ownership form

Created 01/22/2007  
Updated 01/31/2007

2792

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**EXHIBIT "B"**

**DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT**

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percentage of Interest
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6C-2

PALM BEACH COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 13, 2007

Consent  Regular  
 Public Hearing

Department

APPROVED

Submitted By: COUNTY ATTORNEY

BY BOARD OF COUNTY COMMISSIONERS  
 AT MEETING OF MAR 13 2007

Submitted For:

Dacey Powell D.C.  
 MINUTES & RECORDS SECTIONI. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: Approve format and use of Disclosure Statement for Commissioners and their Family Members and Disclosure of Ownership Interests for certain business entities and individuals seeking to do business with Palm Beach County.

**Summary:** The following disclosure forms were prepared in response to Commission requests for greater transparency in government decision making. The Disclosure Statement for Commissioners and their Family Members requires each commissioner to identify, among other things, employers, business interests, and real property holdings of the commissioner, his or her spouse, and children. The Disclosure of Ownership Interests must be completed on behalf of an individual or business entity that seeks to do business with the County. It applies to all contracts in excess of \$200,000 that must be approved by the BCC. It does not apply to contracts awarded solely on the basis of sealed bid, or to change orders. In addition, disclosure is not required for publicly traded corporations, non-profit corporations, or government agencies. Upon BCC approval, this form will be included in future agenda items. Also attached for your information are two forms recently developed by the Planning and Zoning Divisions. These require identification of ownership interests in applicants and landowners connected with development order applications.

Countywide (LB)

**Background and Policy Issues:** The attached forms will improve public understanding of the business relationships present when individuals and business entities seek land development approval from or a contractual relationship with the County Commission.

**Attachments:**

1. Disclosure Statement for Commissioners and their Family Members
2. Disclosure of Ownership Interests
3. Planning and Zoning Disclosure Statements for Owners and Applicants

Recommended by:

County Attorney

2/23/07

Date

Approved by:

N/A

Date

2780

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## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____

### NET FISCAL IMPACT

### # ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes  No

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

### Reporting Category

### B. Recommended Sources of Funds/Summary of Fiscal Impact

### C. Departmental Fiscal Review

## III. REVIEW COMMENTS

### A. OPMB Fiscal and/or Contract Development and Control Comments:

*John R. B. 2-27-07* *John J. Howard 2-27-07*  
2-27-07 OFMB 2-27-07 UN 2-27-07 Contract Development and Control  
0-3 0-4 0-5 0-6 0-7

### B. Legal Sufficiency:

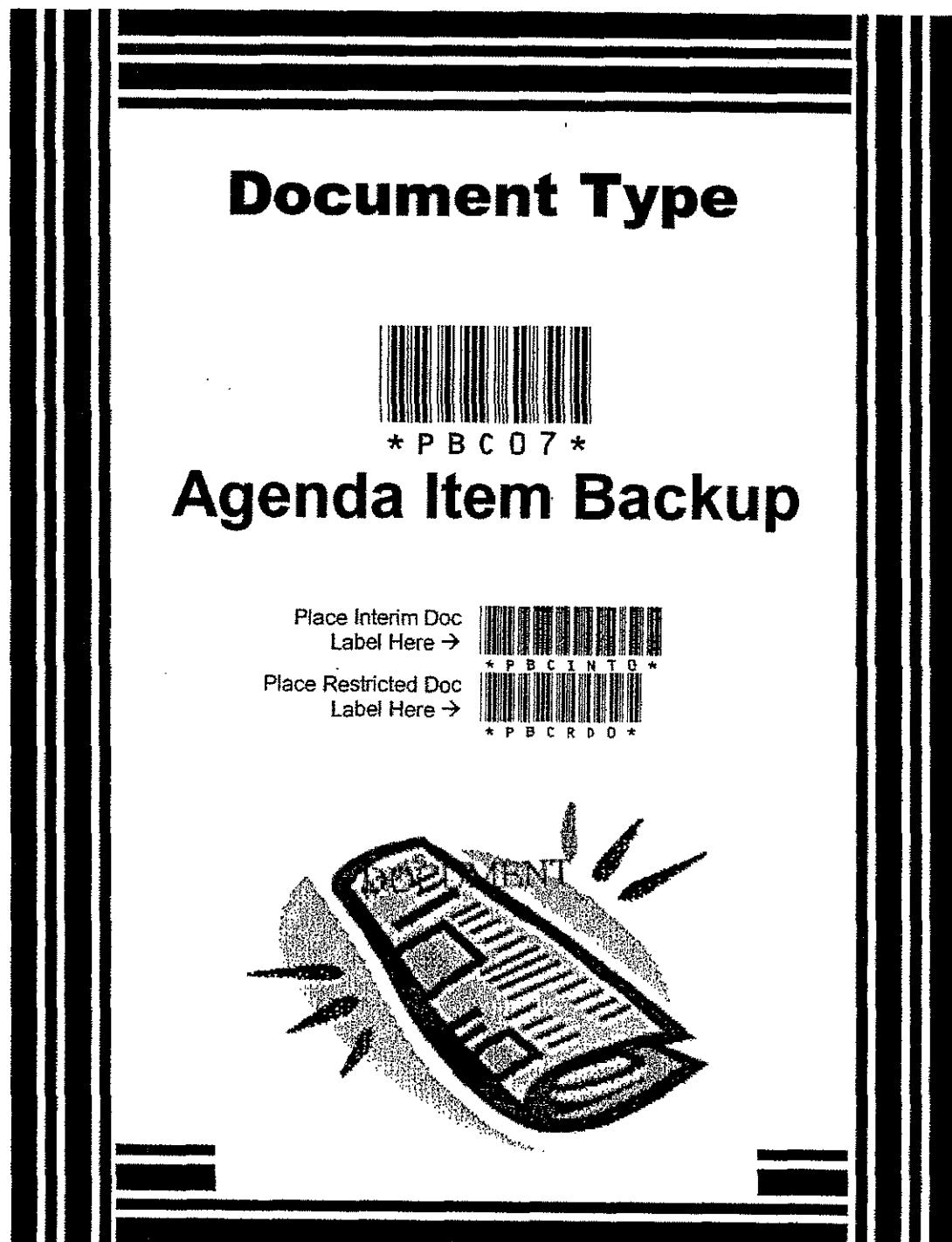
*Donald J. B. 2-27-07*  
2-27-07  
Assistant County Attorney

### C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

G:\WPDATA\LANDUSE\JGLASPI\agenda\_info\disclosure form\agenda.doc



**DISCLOSURE STATEMENT  
FOR COMMISSIONERS AND THEIR FAMILY MEMBERS**

*Please update as needed to ensure this statement is complete and accurate. Attach extra sheets as necessary.*

Commissioner \_\_\_\_\_

Identify all EMPLOYERS of yourself, your spouse, and children:

Identify primary sources of INCOME and LIABILITIES as reported in your financial disclosure form (Form 6):

Identify all BUSINESSES (sole proprietorship, partnership, corporate or other) in which you, your spouse, or children own 5% or more interest, or in which your combined ownership interest equals 5% or more:

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Identify all REAL PROPERTY (land and buildings) in which you, your spouse, or children own a 5% or more interest in the State of Florida, excluding real property outside of Palm Beach County which is owned by your children and used as their primary residence. Identify by providing a description of the property and its location. Although a legal description of the property will do, a lengthy description is not required. Use simpler descriptions, such as "duplex, 115 Terrace Avenue, Tallahassee" or "40 acres located at the intersection of Hwy. 60 and I-95, Lake County." In some cases, the property tax identification number of the property will help in identifying it: "120 acre ranch on Hwy. 902, Hendry County, Tax ID #131-45863."

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_
- (e) \_\_\_\_\_

Identify any individuals or entities that are CO-OWNERS of the real property listed above:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_
- (e) \_\_\_\_\_

Identify all ASSOCIATIONS, CORPORATIONS or NONPROFIT ORGANIZATIONS in which you, your spouse, or children serve as director or officer (e.g., President, Vice-President, Chair), regardless of any ownership interest:

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The above disclosure statement is complete and accurate to the best of my knowledge as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Commissioner \_\_\_\_\_

2783

## DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[ ] an individual or

[ ] the \_\_\_\_\_ of \_\_\_\_\_

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: \_\_\_\_\_

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

Notary Public

(Print Notary Name)  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

2784

6 C 2

**EXHIBIT "A"**

**DISCLOSURE OF OWNERSHIP INTERESTS IN AFFILIATE**

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name \_\_\_\_\_

**Address**

2785

6 C 2

**DISCLOSURE OF OWNERSHIP INTERESTS - APPLICANT**

TO: PALM BEACH COUNTY PLANNING, ZONING AND BUILDING EXECUTIVE DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [ ] \_\_\_\_\_ [position—e.g., president, partner, trustee] of \_\_\_\_\_ [name and type of entity—e.g., ABC Corporation, XYZ Limited Partnership], (hereinafter, "Applicant"). Applicant seeks Comprehensive Plan amendment or Development Order approval for real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: \_\_\_\_\_

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County in its review of Applicant's application for Comprehensive Plan amendment or Development Order approval. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of the Applicant.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

Disclosure of Beneficial Interest -Applicant form

Created 01/30/2007

2788

6 C 2

**EXHIBIT "B"**

**DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT**

Affiant must identify all entities and individuals owning five percent or more ownership interest in Applicant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name \_\_\_\_\_

**Address**

2789

6 0 2

**DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY**

TO: PALM BEACH COUNTY PLANNING, ZONING AND BUILDING EXECUTIVE  
DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [ ] \_\_\_\_\_ [position—e.g., president, partner, trustee] of \_\_\_\_\_ [name and type of entity—e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with Palm Beach County.
2. Affiant's address is: \_\_\_\_\_
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County in its review of application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.
5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

Disclosure of Beneficial Interest Ownership form

Created 01/22/2007  
Updated 01/31/2007

2790

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6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

Disclosure of Beneficial Interest Ownership form

Created 01/22/2007

Updated 01/31/2007

2792

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**EXHIBIT "B"**

**DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT**

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.