

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **February 11, 2026** Consent
 Ordinance [X] Regular
 Public Hearing

Department

Submitted By: **TOURIST DEVELOPMENT COUNCIL**

Submitted For: **TOURIST DEVELOPMENT COUNCIL**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the PGA TOUR, INC. (TOUR) in the amount of \$3,375,000 for a term of three (3) years, February 11, 2026 through April 30, 2028.

Summary: 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. Since 1972, the Professional Golf Association (PGA) has produced an annual Professional Golf Association Tournament featuring professional golfers with which the TOUR has agreements for participation at PGA National Resort in Palm Beach Gardens, Florida. 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). The termination clause allows the TOUR or 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 written 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. This Agreement is funded through tourist development tax revenues allocated in the TDC, Sports, and Discover budgets. Countywide (YBH)

Background and Policy Issues: Since 2003, the Board of County Commissioners (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 (1)-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, INC. Agreement for Presenting Sponsor Rights of the "COGNIZANT CLASSIC IN THE PALM BEACHES" with Exhibits A, B, and COI

DocuSigned by: Emanuel Perry Date: 2/9/2026
 Recommended by: Emanuel Perry Date: 2/9/2026
 Department Director

Approved By: Willie Blue Date: 2/11/26
 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) | | | | | |
| NET FISCAL IMPACT | \$1,125,000 | \$1,125,000 | \$1,125,000 | | |
| # 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

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Eric Marti 2/10/2024
gtx 2110 OFMB

Contract Administration Comments: *Frank Gandy* 2/10/26

Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

Anne Delfat 2-11-26
for Assistant County Attorney Riz Deacon

C. Approved as to Terms and Conditions:

Department Director

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

AGREEMENT BETWEEN PALM BEACH COUNTY AND PGA TOUR, INC. FOR PRESENTING SPONSOR RIGHTS OF COGNIZANT CLASSIC IN THE PALM BEACHES

This **AGREEMENT** is made as of the ¹⁴ 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, Inc.** ("TOUR") (singularly, "PARTY" and collectively, "PARTIES"), authorized to do business in the State of Florida, whose Federal I.D. is 52-0999206.

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

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 2nd 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 & EVP-Social Responsibility
PGA TOUR, Inc.
1 PGA TOUR Boulevard
Ponte Vedra Beach, FL 32082

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

12. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.
13. Filing. A copy of this **AGREEMENT** shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
14. Indemnification. 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 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 where prohibited by law, **TOUR** hereby waives any and all rights of Subrogation against the **COUNTY**, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss **AGREEMENT** to waive subrogation without an endorsement, then **TOUR** shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should **TOUR** enter into such an **AGREEMENT** on a pre-loss basis.

(e) Certificates of Insurance: 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.

(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, INC.

By:  NEERA SHETTY 2/9/2026
Neera Shetty, Chief Legal Officer

| | |
|-------------------------|--|
| APPROVED | |
| Chief Financial Officer |  |
| Chief Legal Officer |  |

APPROVED AS TO TERMS AND CONDITIONS

By:  Emanuel Perry 18F9269107E
Emanuel J. Perry, Director
Tourist Development Council

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

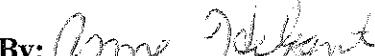
By: 
Anne Nekant
Yelizaveta B. Herman
Assistant County Attorney

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 17th 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 18th 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, Inc. (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.

Neera M Shetty

(signature of officer or representative)

Neera Shetty, Chief Legal Officer & EVP – Social Responsibility

(printed name and title of officer or representative)

State of Florida, County of St. Johns

Sworn to and subscribed before me by means of physical presence or online notarization this,
9th day of February 2026, by Neera Shetty.

Personally known OR produced identification .

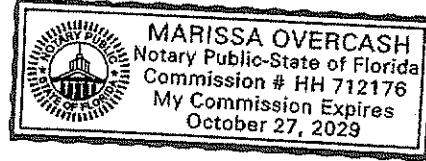
Type of identification produced _____

Marissa Overcash

NOTARY PUBLIC

My Commission Expires:

State of Florida at large



(Notary Seal)