

Agenda Item #: 3 **EE-2**

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2026 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public
 Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a retroactive Fourth Amendment (Amendment) to the Agreement (R2022-1024) with DISCOVER Palm Beach County, Inc. (DISCOVER), for the provision of services under the County’s Tourist Development Plan for a total amount of \$39,143,383 during the period of October 1, 2026, through September 30, 2027.

Summary: The Amendment replaces Section 1.C.– In Kind Goods & Services/Cooperative Marketing Programs, deleting an incomplete list of items and requirements and providing more concise language, Section 9. – Non-Competition, deleting an incomplete list of entities and circumstances as to when and how non-competition is applied, Section 12. A. – Availability of Records, updating the requirement from three (3) years to five (5) years, Section 18 – Insurance, specifying that auto liability insurance may be covered as an endorsement under general liability, for hired non-owned vehicles, but this endorsement must be provided with certificate of insurance, changing the fidelity bond from one million dollars to five million dollars, and allowing for the purchase of a crime policy rather than a fidelity bond, and adds Section 40 – Digital Accessibility Compliance. The Amendment also updates Fiscal Year (FY) 2027: 1) Exhibit A – Annual Budget for an amount not to exceed \$29,205,150 in contractual services, \$600,000 in Special Events Marketing Boca Bowl/PGA Tour, \$249,949 in County Direct, and \$9,088,284 in reserves, for a total of \$39,143,383; 2) Exhibit H - Performance Measures; 3) Exhibit K – Organization Chart; and 4) Exhibit L – Insurance. The Tourist Development Council recommends approval of the Fourth Amendment. Countywide (YBH)

Background and Justification: Under the current Agreement, as amended, DISCOVER develops and implements an Annual Marketing Plan to promote tourism, for which the County provides funding through bed tax dollars. All expenditures by DISCOVER under the Agreement must be made in accordance with the Annual Budget, which is attached as Exhibit A to the Agreement, from funds appropriated annually by the County. The Agreement is for five (5) years, through September 30, 2027, and the Amendment updates the Agreement’s Annual Budget for FY 2027. The Amendment adopts new Exhibits A (Annual Budget), Exhibit H (Performance Measures), Exhibit K (Organizational Chart), and Exhibit L (Insurance).

- Attachment:**
- 1. Fourth Amendment with Exhibits A, H, K, and L (2)

Recommended By: Emanuel Perry Date: 9/9/2026
Department Director^{EP}

Approved By: Jonathan Brown Date: 9/16/2026
Deputy County Administrator

I. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	\$39,143,383	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$39,143,383	TBD	TBD	TBD	TBD
#ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No.: Fund 1454 Dept 710 Unit * Object
 Reporting Category
 *Unit:7395 \$9,088,284
 *Unit:7425 \$600,000
 *Unit:7420 \$29,455,099

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Local Option Bed Tax.

C. Department Fiscal Review:

II. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Shamir alila 9/14/26 Shamir alila 9/14/26
 OFMB Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

MSK 9/14/26
 Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY ON BEHALF OF THE TOURIST DEVELOPMENT COUNCIL AND DISCOVER PALM BEACH COUNTY, INC.

THIS FOURTH AMENDMENT (Amendment) is made and entered into this 6th day of October, 2026, to the Agreement dated September 13, 2022 (Agreement) (R2022-1024), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Discover Palm Beach County, Inc. (DISCOVER) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and DISCOVER entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1353), on August 20, 2024 (R2024-0992), and October 7, 2025 (R2025-1419), whereby DISCOVER develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

WHEREAS, the Agreement requires an amendment to provide for certain revised Exhibits; and

WHEREAS, the Parties agree to further amend the Agreement, as provided herein; and

WHEREAS, the Parties have agreed that this Amendment is in the best interest of DISCOVER and the COUNTY's Tourism promotion program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree, as follows:

1. The above recitations are true and correct and incorporated herein.
2. Section 1.C. is deleted in its entirety and replaced as follows:

1.C. In Kind Goods & Services/Cooperative Marketing Programs. DISCOVER shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement and for the benefit of the COUNTY's Tourist Development Plan, private contributions of funds, goods and services.
3. Section 9 is deleted in its entirety and replaced as follows:

9. Non-Competition. DISCOVER shall not provide services or perform duties of a nature substantially similar to those contained in this Agreement regarding any resort area or tourist attraction on behalf of any entity other than the COUNTY. Nothing herein shall prohibit DISCOVER from entering into strategic alliances with third parties that promote tourism in Palm Beach County and are in furtherance of DISCOVER's obligations under this Agreement.
4. Section 12.A. is deleted in its entirety and replaced as follows:

12. Availability of Records.

A. DISCOVER shall maintain and preserve records, books, documents, papers, and financial information pertaining to work performed under this Agreement. DISCOVER agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of five (5) years after final payment under this Agreement or until the expiration of five (5) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of DISCOVER. In the event that such audit is in progress at the expiration of the aforementioned five (5) year period, access to and the right to examine will continue until completion of such audit.

5. Section 18 is deleted in its entirety and replaced as follows:

18. Insurance. DISCOVER shall maintain in full force and effect at all times during the life of this Agreement, the types of insurance coverages and limits required in this paragraph, and has been approved by the COUNTY in order to execute its role under this Agreement.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. 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" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

DISCOVER shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall name the COUNTY as an additional insured and clearly indicate that DISCOVER has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and to the extent allowable by the insurer, no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve DISCOVER of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. DISCOVER shall maintain during the life of this Agreement and any renewal thereof, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than One Million Dollars (\$1,000,000) per occurrence to protect DISCOVER from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by DISCOVER or by anyone directly employed by or contracting with DISCOVER.

C. Comprehensive Automobile Liability Insurance. DISCOVER shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability to protect DISCOVER from claims for damages for bodily and personal injury, which may arise from the ownership, use, or

maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by DISCOVER or by anyone directly or indirectly employed by DISCOVER. Auto Liability Insurance may be covered as an endorsement under General Liability, for hired, non-owned vehicles but this endorsement must be provided with the Certificate of Insurance.

D. Workers' Compensation Insurance. DISCOVER shall maintain during the life of this Agreement, or any renewal thereof, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Florida Statute 440.

E. Fidelity Bond DISCOVER shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of Five Million Dollars (\$5,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies or finances Such bond shall include or be endorsed to cover "third-party" liability and include a third-party beneficiary (loss payee) endorsement in favor of the COUNTY. In lieu of Fidelity Bond Discover may secure a Crime Policy with COUNTY named as additional Insured or Loss Payee.

6. Section 40 is added to the Agreement as follows:

40. Digital Accessibility Compliance. DISCOVER acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. DISCOVER represents and warrants that all websites, web- based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

DISCOVER shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, DISCOVER shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, DISCOVER shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. DISCOVER shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided. Failure to comply with this subsection shall constitute a material breach of this Contract.

7. Exhibits “A,” “H”, “K”, and “L” of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit “A”(Annual Budget), Exhibit “H” (Performance Measures), Exhibit “K” (Table of Organization), and Exhibit “L” (Insurance), all attached hereto and made apart hereof.
8. This Amendment shall be retroactive to October 1, 2026 when executed by the Parties hereto.
9. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the day and year first written above.

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK AD INTERIM OF THE
CIRCUIT COURT & COMPTROLLER
PALM BEACH COUNTY

PALM BEACH COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

ATTEST:

DISCOVER PALM BEACH COUNTY,
INC.

By:

Signed by:
Peter Yesawich
269199886506425...

Peter Yesawich, Chair

By:

Signed by:
Milton Segarra
7FBF8C9083E549F...

Milton Segarra, President and CEO

Approved as to Terms
and Conditions

Signed by:
Emanuel Perry
187F06C7C13F47E...

Emanuel Perry
TDC Executive Director

Approved as to Form and
Legal Sufficiency

[Signature]

Yeliza B. Herman,
Assistant County Attorney

PALM BEACH COUNTY
Discover The Palm Beaches
Exhibit "A"

Discover the Palm Beaches FY27 Contract	Actual FY 2024	Actual FY 2025	Adopted Budget FY 2026	Modified Budget FY 2026	Forecast FY 2026	Budget FY 2027
Total Discover Contract	\$ 27,191,687	\$ 27,528,655	\$ 28,354,515	\$ 28,354,515	\$ 28,354,515	\$ 29,205,150
Marketing Stimulus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 253,683	\$ 327,045	\$ 346,503	\$ 346,503	\$ 346,503	\$ 250,320
Special Events Marketing Boca Bowl/PGA Tour	\$ -	\$ 575,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
Beach Payback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	
Total Discover Expenses	\$ 27,445,370	\$ 28,430,700	\$ 30,301,018	\$ 29,301,018	\$ 29,301,018	\$ 30,055,470
Reserves	\$ 11,579,067	\$ 6,961,226	\$ 6,122,279	\$ 7,823,660	\$ 11,029,174	\$ 9,088,284
Total Discover Expense Budget	\$ 39,024,437	\$ 35,391,926	\$ 36,423,297	\$ 37,124,678	\$ 40,330,192	\$ 39,143,754

Exhibit A Continued

	ACTUALS FY 2025	ADDITIONAL BUDGET FY 2025	ADDITIONAL BUDGET FY 2027	FORECAST FY 2026	ADDITIONAL BUDGET FY 2027
<u>Personnel Expense</u>					
Wages & Salaries	5,120,644	2,442,000	2,408,000	5,406,000	1,727,356
Payroll Taxes	379,334	124,000	114,000	421,000	137,000
Employee Benefits	1,522,305	1,480,000	1,370,000	1,530,000	1,100,000
<u>Total Personnel Expenses</u>	7,022,284	4,046,000	3,892,000	7,420,000	2,964,356
<u>Marketing & Promotion Expense</u>					
Travel & Entertainment	11,870	81,000	81,000	31,000	11,870
Trade Show Participation	938,828	1,199,000	1,199,000	1,199,000	1,199,000
Destination Reviews	839,391	837,000	827,000	827,000	837,000
Sales Missions / Media Missions	270,963	888,000	888,000	935,000	1,000,000
Sales Industry Partnerships	789,423	708,000	718,000	715,000	700,000
Event Hosting within PBC	1,067,255	1,068,000	1,068,000	1,062,000	1,068,000
Brand Marketing	8,874,188	8,874,000	8,874,000	8,655,000	8,874,000
Contracted Marketing Services	1,827,638	1,719,925	1,719,925	1,716,925	1,719,925
Tourism Sponsorships / Grants	110,881	183,000	183,000	183,000	183,000
Digital Marketing/Website	4,751,698	4,968,000	4,968,000	4,965,000	4,968,000
Printed Marketing Collateral	235,333	288,000	288,000	265,000	288,000
Promotional Items	4,216	10,000	10,000	10,000	10,000
Research	145,750	145,000	145,000	215,000	145,000
Fulfillment	34,545	45,000	45,000	45,000	45,000
Other Promotional Activities	387	1,500	1,500	1,500	1,500
<u>Total Marketing & Promotion Expense</u>	19,902,364	20,841,425	20,841,425	20,241,425	20,841,425
<u>Administrative & General Operations</u>					
Dues & Subscriptions	137,911	165,675	165,675	165,675	165,675
Data Processing / Computer	75,933	84,000	84,000	84,000	84,000
Office Equipment, Computer Hardware	71,606	47,000	47,000	47,000	47,000
Professional Seminars & Conferences	70,208	117,915	117,915	117,915	117,915
Insurance	40,929	49,500	49,500	49,500	49,500
Professional Services	104,946	114,500	114,500	114,500	114,500
Office Supplies	16,435	20,500	20,500	20,500	20,500
Non- Collateral Printing / Photocopying	20,076	19,250	19,250	19,250	19,250
Rent (Storage) / Utilities	9,296	18,500	18,500	18,500	18,500
Telecommunications	10,615	19,500	19,500	19,500	19,500
Postage	16,363	15,000	15,000	15,000	15,000
Bank Fees	20,627	20,000	20,000	20,000	20,000
Miscellaneous	20	2,500	2,500	2,500	2,500
<u>Total Administrative & General Operations</u>	594,966	693,090	693,090	693,090	693,090
<u>Total CVB Other Contractual Services</u>	27,519,614	28,381,518	28,381,518	28,354,515	28,381,518
<u>County Direct</u>					
Network Services	18,492	25,000	25,000	25,000	25,000
Rent (Office)	65,108	189,247	189,247	189,247	189,247
Coop Advertising	35,000	95,721	95,721	95,721	95,721
IG Fee	23,238	17,223	17,223	17,223	17,223
Special Projects Transfer		1,000,000	1,000,000	1,000,000	1,000,000
Special Events Marketing	570,000	800,000	800,000	1,500,000	1,000,000
<u>Total County Direct</u>	711,838	1,346,503	1,346,503	1,946,503	1,346,503
<u>Total Expense</u>	28,231,452	30,301,018	30,301,018	30,301,018	30,301,018
<u>DTPB - Reserves</u>	12,176,339	8,829,881	8,829,881	11,072,845	8,829,881
<u>Overall Expense Budget</u>	40,407,791	39,130,899	39,130,899	41,373,863	39,130,899

DISCOVER THE PALM BEACHES

FY 2027 OBJECTIVES

Marketing

- 1 Consumer and Travel Industry database increases to 565,000
- 2 Generate 5,200,000 in Website Users
- 3 Generate 10,200,000 Social Engagements
- 4 Generate 1,950,000,000 Advertising Impressions - a universal performance measurement in advertising
- 5 Generate 335,000,000 Earned Media Impressions - a universal performance measurement in PR

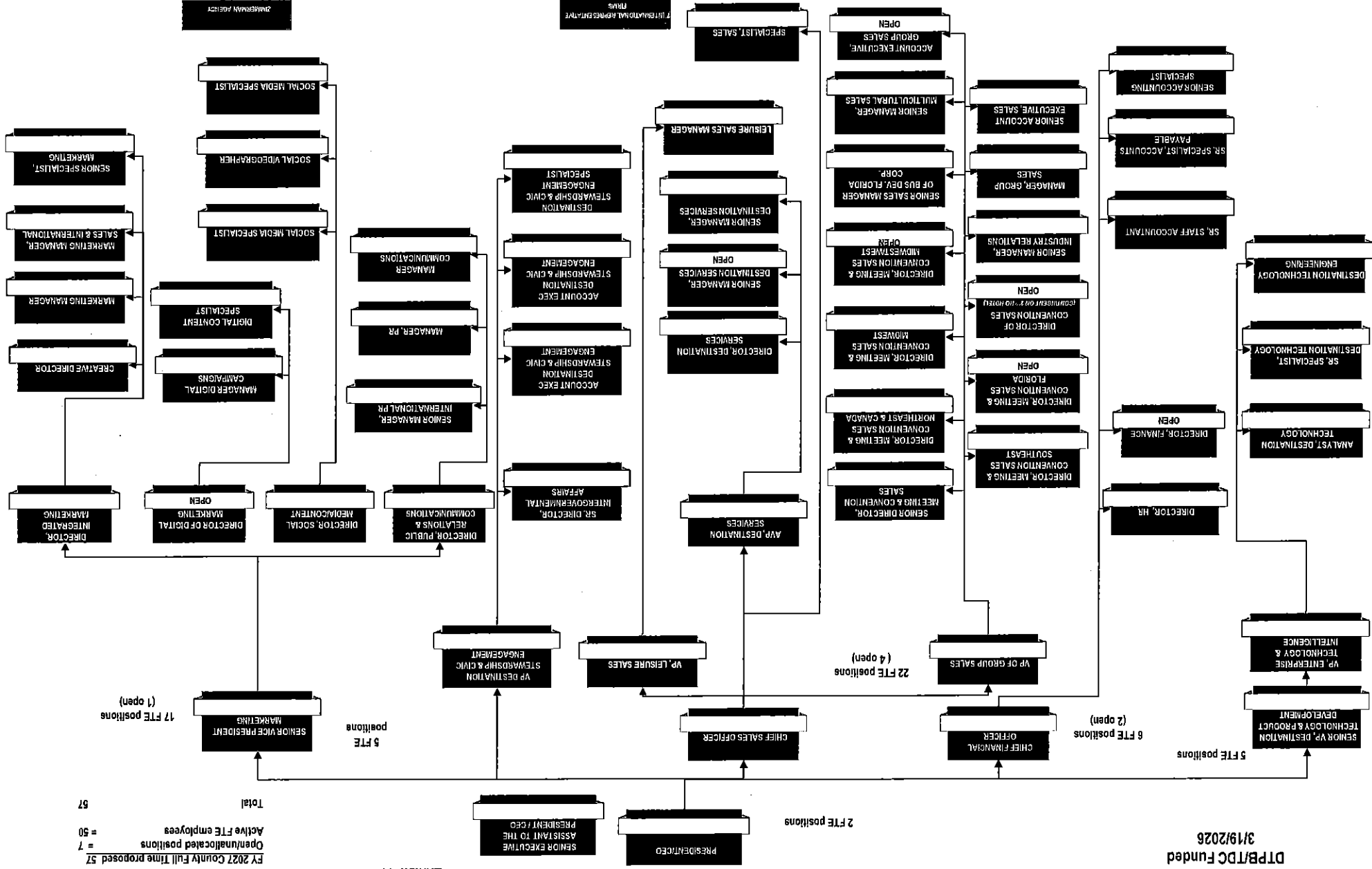
Sales

- 6 Book 235,000 DTPB only room nights (Hotel Meetings Leads)
- 7 Generate 57,000 Group Level Booked Room Nights Convention Center Shared
- 8 Generate 42,000 Group Level Actual FY Room Nights for Convention Center Shared
- 9 Generate 110 participants in Destination Reviews
- 10 Generate 120 Destination Site participants

<u>PERFORMANCE MEASUREMENTS</u>	<u>Actual FY25</u>	<u>Goal FY26</u>	<u>Goal FY27</u>
<u>Marketing</u>			
Consumer & Travel Industry Data Base	503,061	510,000	565,000
Website Users	7,526,948	6,200,000	5,200,000
Social Engagement	12,803,567	8,500,000	10,200,000
Advertising Impressions	2,114,882,039	1,350,000,000	1,950,000,000
Earned Media Impressions	438,617,765	300,000,000	335,000,000
<u>Sales</u>			
DTPB Only Booked Room Nights (Hotel Meetings Leads)	241,880	230,000	235,000
Group Level Booked Room Nights Convention Center Shared**	64,568	55,000	57,000
Group Level Actual FY Room Nights for Convention Center Shared	48,882	42,000	42,000
Generate participants in Destination Reviews	134	100	110
Destination Site Participations	143	100	120

Exhibit "K"

FY 2027 County Full Time proposed 57
Open/unallocated positions = 7
Active FTE employees = 50
Total 57





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Annie Uribe		
	PHONE (A/C, No, Ext): (561) 296-5966 26059	FAX (A/C, No): (561) 776-0670	
	E-MAIL ADDRESS: Annie.Uribe@ioausa.com		
INSURED Discover Palm Beach County, Inc. dba Discover The Palm Beaches 2195 Southern Blvd Suite 400 West Palm Beach, FL 33406	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Southern-Owners Insurance Company		10190
	INSURER B: Auto-Owners Insurance Company		18988
	INSURER C: Continental Casualty Company		20443
	INSURER D: Travelers Casualty and Surety Company of America		31194
	INSURER E: Travelers Casualty and Surety Company		19038
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		72700706	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG HNO AUTO \$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4740089100	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE \$ \$ \$ 5,000,000 \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC594636760	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ 500,000 500,000 500,000
D	Directors & Officers			107920379	10/1/2025	10/1/2026	Per Claim \$ 5,000,000
E	Crime			105684996	10/1/2025	10/1/2026	Employee Theft \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners is named as additional insured with regards to General Liability insurance as per endorsement 55373 5-17 as required by written contract.

Palm Beach County Board of County Commissioners is Loss Payee with regards to the Crime Policy #105684996

Palm Beach County - Board of County Commissioners , a Political Subdivision of the State of Florida its Officers, employees and agents

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Attn: TDC 2195 Southern Blvd Suite 500 West Palm Beach, FL 33401	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 C. Doy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
 - 1. If required in a written contract or agreement; or
 - 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
 - 1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

- 2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY ON BEHALF OF THE TOURIST DEVELOPMENT COUNCIL AND DISCOVER PALM BEACH COUNTY, INC.

THIS FOURTH AMENDMENT (Amendment) is made and entered into this 1st day of October, 2026, to the Agreement dated September 13, 2022 (Agreement) (R2022-1024), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Discover Palm Beach County, Inc. (DISCOVER) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and DISCOVER entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1353), on August 20, 2024 (R2024-0992), and October 7, 2025 (R2025-1419), whereby DISCOVER develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

WHEREAS, the Agreement requires an amendment to provide for certain revised Exhibits; and

WHEREAS, the Parties agree to further amend the Agreement, as provided herein; and

WHEREAS, the Parties have agreed that this Amendment is in the best interest of DISCOVER and the COUNTY's Tourism promotion program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree, as follows:

1. The above recitations are true and correct and incorporated herein.
2. Section 1.C. is deleted in its entirety and replaced as follows:

1.C. In Kind Goods & Services/Cooperative Marketing Programs. DISCOVER shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement and for the benefit of the COUNTY's Tourist Development Plan, private contributions of funds, goods and services.
3. Section 9 is deleted in its entirety and replaced as follows:

9. Non-Competition. DISCOVER shall not provide services or perform duties of a nature substantially similar to those contained in this Agreement regarding any resort area or tourist attraction on behalf of any entity other than the COUNTY. Nothing herein shall prohibit DISCOVER from entering into strategic alliances with third parties that promote tourism in Palm Beach County and are in furtherance of DISCOVER's obligations under this Agreement.
4. Section 12.A. is deleted in its entirety and replaced as follows:

12. Availability of Records.

A. DISCOVER shall maintain and preserve records, books, documents, papers, and financial information pertaining to work performed under this Agreement. DISCOVER agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of five (5) years after final payment under this Agreement or until the expiration of five (5) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of DISCOVER. In the event that such audit is in progress at the expiration of the aforementioned five (5) year period, access to and the right to examine will continue until completion of such audit.

5. Section 18 is deleted in its entirety and replaced as follows:

18. Insurance. DISCOVER shall maintain in full force and effect at all times during the life of this Agreement, the types of insurance coverages and limits required in this paragraph, and has been approved by the COUNTY in order to execute its role under this Agreement.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. 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" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

DISCOVER shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall name the COUNTY as an additional insured and clearly indicate that DISCOVER has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and to the extent allowable by the insurer, no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve DISCOVER of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. DISCOVER shall maintain during the life of this Agreement and any renewal thereof, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than One Million Dollars (\$1,000,000) per occurrence to protect DISCOVER from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by DISCOVER or by anyone directly employed by or contracting with DISCOVER.

C. Comprehensive Automobile Liability Insurance. DISCOVER shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability to protect DISCOVER from claims for damages for bodily and personal injury, which may arise from the ownership, use, or

maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by DISCOVER or by anyone directly or indirectly employed by DISCOVER. Auto Liability Insurance may be covered as an endorsement under General Liability, for hired, non-owned vehicles but this endorsement must be provided with the Certificate of Insurance.

D. Workers' Compensation Insurance. DISCOVER shall maintain during the life of this Agreement, or any renewal thereof, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Florida Statute 440.

E. Fidelity Bond DISCOVER shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of Five Million Dollars (\$5,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies or finances. Such bond shall include or be endorsed to cover "third-party" liability and include a third-party beneficiary (loss payee) endorsement in favor of the COUNTY. In lieu of Fidelity Bond Discover may secure a Crime Policy with COUNTY named as additional Insured or Loss Payee.

6. Section 40 is added to the Agreement as follows:

40. Digital Accessibility Compliance. DISCOVER acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. DISCOVER represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

DISCOVER shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, DISCOVER shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, DISCOVER shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. DISCOVER shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided. Failure to comply with this subsection shall constitute a material breach of this Contract.

7. Exhibits “A,” “H”, “K”, and “L” of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit “A”(Annual Budget), Exhibit “H” (Performance Measures), Exhibit “K” (Table of Organization), and Exhibit “L” (Insurance), all attached hereto and made apart hereof.
8. This Amendment shall be retroactive to October 1, 2026 when executed by the Parties hereto.
9. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the day and year first written above.

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK AD INTERIM OF THE
CIRCUIT COURT & COMPTROLLER
PALM BEACH COUNTY

PALM BEACH COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

ATTEST:

DISCOVER PALM BEACH COUNTY,
INC.

By:

Signed by:

Peter Yesawich

269199886508425...

Peter Yesawich, Chair

By:

Signed by:

Milton Segarra

7F8F9C9083F549F...

Milton Segarra, President and CEO

Approved as to Terms
and Conditions

Docusigned by:

Emanuel Perry

187F98C7C13F47E...

Emanuel Perry
TDC Executive Director

Approved as to Form and
Legal Sufficiency

Velizayeta B. Herman,

Assistant County Attorney

PALM BEACH COUNTY
Discover The Palm Beaches
Exhibit "A"

Discover the Palm Beaches FY27 Contract	Actual FY 2024	Actual FY 2025	Adopted Budget FY 2026	Modified Budget FY 2026	Forecast FY 2026	Budget FY 2027
Total Discover Contract	\$ 27,191,687	\$ 27,528,655	\$ 28,354,515	\$ 28,354,515	\$ 28,354,515	\$ 29,205,150
Marketing Stimulus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 253,683	\$ 327,045	\$ 346,503	\$ 346,503	\$ 346,503	\$ 250,320
Special Events Marketing Boca Bowl/PGA Tour	\$ -	\$ 575,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
Beach Payback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	
Total Discover Expenses	\$ 27,445,370	\$ 28,430,700	\$ 30,301,018	\$ 29,301,018	\$ 29,301,018	\$ 30,055,470
Reserves	\$ 11,579,067	\$ 6,961,226	\$ 6,122,279	\$ 7,823,660	\$ 11,029,174	\$ 9,088,284
Total Discover Expense Budget	\$ 39,024,437	\$ 35,391,926	\$ 36,423,297	\$ 37,124,678	\$ 40,330,192	\$ 39,143,754

Exhibit A Continued

	ACTUALS FY 2025	ADDITIONAL EXPENSE FY 2025	FOREFORE SUPPORT EXPENSE FY 2025	FORECAST FY 2026	REVENUE FY 2026
<u>Personnel Expense</u>					
Wages & Salaries	5,120,644	5,120,644	5,120,644	5,120,644	5,120,644
Payroll Taxes	379,334	379,334	379,334	379,334	379,334
Employee Benefits	1,522,305	1,522,305	1,522,305	1,522,305	1,522,305
<u>Total Personnel Expenses</u>	7,022,284	7,022,284	7,022,284	7,022,284	7,022,284
<u>Marketing & Promotion Expense</u>					
Travel & Entertainment	11,870	11,870	11,870	11,870	11,870
Trade Show Participation	938,828	938,828	938,828	938,828	938,828
Destination Reviews	839,391	839,391	839,391	839,391	839,391
Sales Missions / Media Missions	270,963	270,963	270,963	270,963	270,963
Sales Industry Partnerships	789,423	789,423	789,423	789,423	789,423
Event Hosting within PBC	1,067,255	1,067,255	1,067,255	1,067,255	1,067,255
Brand Marketing	8,874,188	8,874,188	8,874,188	8,874,188	8,874,188
Contracted Marketing Services	1,827,638	1,827,638	1,827,638	1,827,638	1,827,638
Tourism Sponsorships / Grants	110,881	110,881	110,881	110,881	110,881
Digital Marketing/Website	4,751,698	4,751,698	4,751,698	4,751,698	4,751,698
Printed Marketing Collateral	235,333	235,333	235,333	235,333	235,333
Promotional Items	4,216	4,216	4,216	4,216	4,216
Research	145,750	145,750	145,750	145,750	145,750
Fulfillment	34,545	34,545	34,545	34,545	34,545
Other Promotional Activities	387	387	387	387	387
<u>Total Marketing & Promotion Expense</u>	19,902,364	19,902,364	19,902,364	19,902,364	19,902,364
<u>Administrative & General Operations</u>					
Dues & Subscriptions	137,911	137,911	137,911	137,911	137,911
Data Processing / Computer	75,933	75,933	75,933	75,933	75,933
Office Equipment, Computer Hardware	71,606	71,606	71,606	71,606	71,606
Professional Seminars & Conferences	70,208	70,208	70,208	70,208	70,208
Insurance	40,929	40,929	40,929	40,929	40,929
Professional Services	104,946	104,946	104,946	104,946	104,946
Office Supplies	16,435	16,435	16,435	16,435	16,435
Non- Collateral Printing / Photocopying	20,076	20,076	20,076	20,076	20,076
Rent (Storage) / Utilities	9,296	9,296	9,296	9,296	9,296
Telecommunications	10,615	10,615	10,615	10,615	10,615
Postage	16,363	16,363	16,363	16,363	16,363
Bank Fees	20,627	20,627	20,627	20,627	20,627
Miscellaneous	20	20	20	20	20
<u>Total Administrative & General Operations</u>	594,966	594,966	594,966	594,966	594,966
<u>Total CVB Other Contractual Services</u>	27,519,614	27,519,614	27,519,614	27,519,614	27,519,614
<u>County Direct</u>					
Network Services	18,492	18,492	18,492	18,492	18,492
Rent (Office)	65,108	65,108	65,108	65,108	65,108
Coop Advertising	35,000	35,000	35,000	35,000	35,000
IG Fee	23,238	23,238	23,238	23,238	23,238
Special Projects Transfer	570,000	570,000	570,000	570,000	570,000
Special Events Marketing	570,000	570,000	570,000	570,000	570,000
<u>Total County Direct</u>	711,838	711,838	711,838	711,838	711,838
<u>Total Expense</u>	28,231,452	28,231,452	28,231,452	28,231,452	28,231,452
<u>DTPB - Reserves</u>	12,176,339	12,176,339	12,176,339	12,176,339	12,176,339
<u>Overall Expense Budget</u>	40,407,791	40,407,791	40,407,791	40,407,791	40,407,791

DISCOVER THE PALM BEACHES

FY 2027 OBJECTIVES

Marketing

- 1 Consumer and Travel Industry database increases to 565,000
- 2 Generate 5,200,000 in Website Users
- 3 Generate 10,200,000 Social Engagements
- 4 Generate 1,950,000,000 Advertising Impressions - a universal performance measurement in advertising
- 5 Generate 335,000,000 Earned Media Impressions - a universal performance measurement in PR

Sales

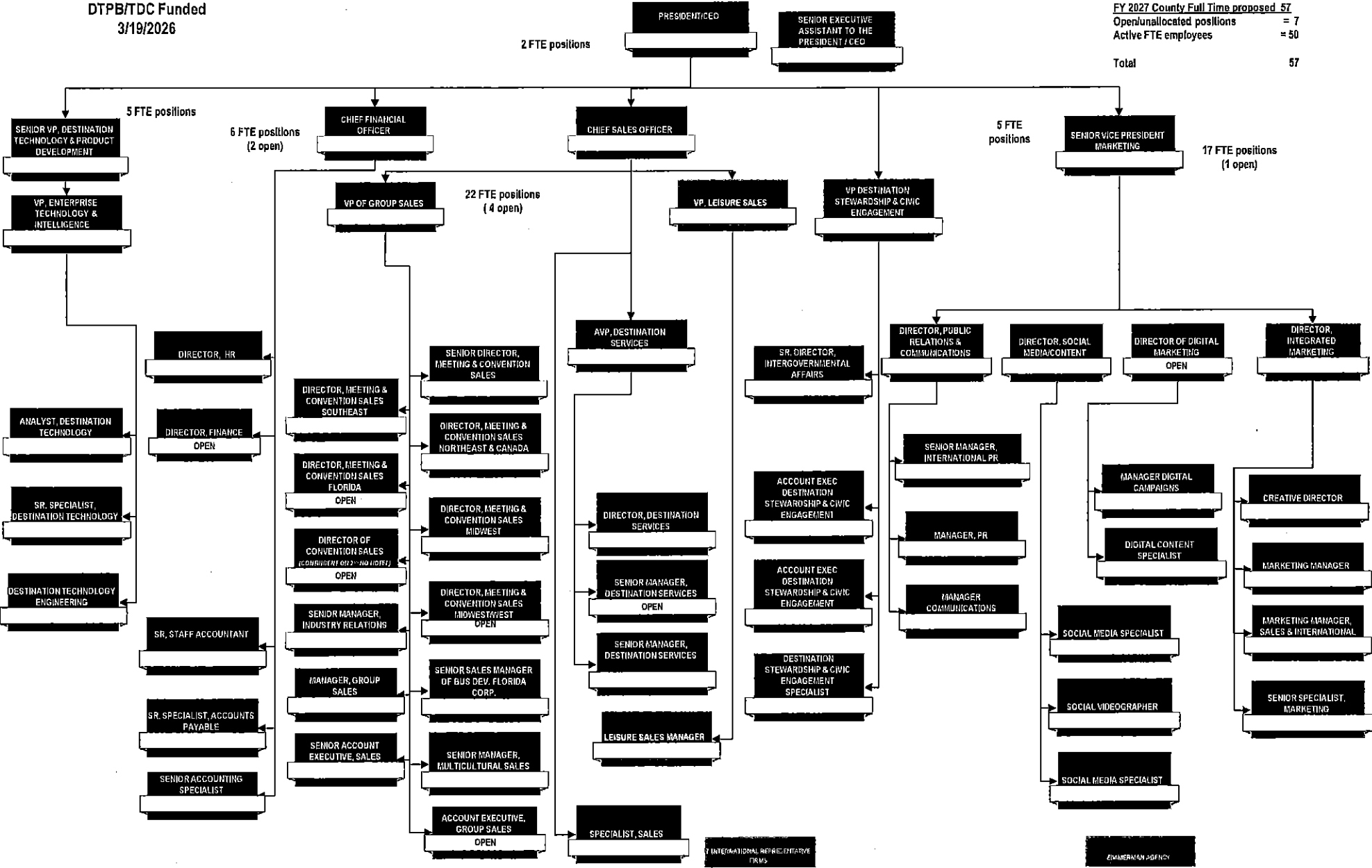
- 6 Book 235,000 DTPB only room nights (Hotel Meetings Leads)
- 7 Generate 57,000 Group Level Booked Room Nights Convention Center Shared
- 8 Generate 42,000 Group Level Actual FY Room Nights for Convention Center Shared
- 9 Generate 110 participants in Destination Reviews
- 10 Generate 120 Destination Site participants

<u>PERFORMANCE MEASUREMENTS</u>	<u>Actual FY25</u>	<u>Goal FY26</u>	<u>Goal FY27</u>
<u>Marketing</u>			
Consumer & Travel Industry Data Base	503,061	510,000	565,000
Website Users	7,526,948	6,200,000	5,200,000
Social Engagement	12,803,567	8,500,000	10,200,000
Advertising Impressions	2,114,882,039	1,350,000,000	1,950,000,000
Earned Media Impressions	438,617,765	300,000,000	335,000,000
<u>Sales</u>			
DTPB Only Booked Room Nights (Hotel Meetings Leads)	241,880	230,000	235,000
Group Level Booked Room Nights Convention Center Shared**	64,568	55,000	57,000
Group Level Actual FY Room Nights for Convention Center Shared	48,882	42,000	42,000
Generate participants in Destination Reviews	134	100	110
Destination Site Participations	143	100	120

DTPB/TDC Funded
3/19/2026

Exhibit "K"

FY 2027 County Full Time proposed 57
Open/unallocated positions = 7
Active FTE employees = 50
Total 57





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458		CONTACT Annie Uribe NAME: PHONE (A/C, No, Ext): (561) 296-5966 26059 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Annie.Uribe@ioausa.com		
INSURED Discover Palm Beach County, Inc. dba Discover The Palm Beaches 2195 Southern Blvd Suite 400 West Palm Beach, FL 33406		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Southern-Owners Insurance Company		10190
		INSURER B : Auto-Owners Insurance Company		18988
		INSURER C : Continental Casualty Company		20443
		INSURER D : Travelers Casualty and Surety Company of America		31194
		INSURER E : Travelers Casualty and Surety Company		19038
		INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		72700706	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 HNO AUTO \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4740089100	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC594636760	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Directors & Officers			107920379	10/1/2025	10/1/2026	Per Claim 5,000,000
E	Crime			105684996	10/1/2025	10/1/2026	Employee Theft 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners is named as additional insured with regards to General Liability insurance as per endorsement 55373 5-17 as required by written contract.

Palm Beach County Board of County Commissioners is Loss Payee with regards to the Crime Policy #105684996

Palm Beach County - Board of County Commissioners , a Political Subdivision of the State of Florida its Officers, employees and agents

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Attn: TDC 2195 Southern Blvd Suite 500 West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C. Doy</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
- 1. If required in a written contract or agreement; or
 - 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
- 1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

- 2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.