

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$1,300,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,300,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

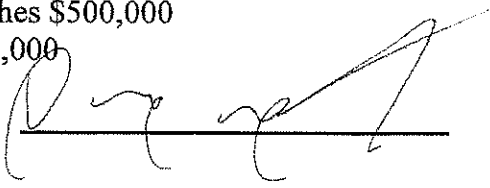
Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X
 Is this Item using State Funds? Yes _____ No X

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 _____

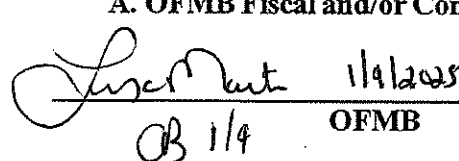
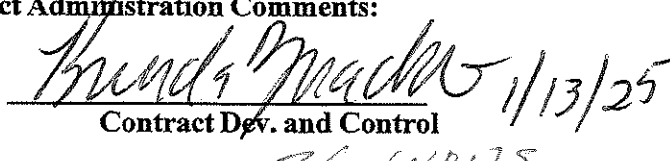
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Tourist Development Council \$300,000
 Discover The Palm Beaches \$500,000
 Sports Commission \$500,000

C. Department Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 1/9/2025 OFMB
 1/13/25 Contract Dev. and Control
 26 1.10.25

B. Approved as to form and Legal Sufficiency:

 Assistant County Attorney

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 ENTERPRISES, LLC FOR PRESENTING SPONSOR RIGHTS OF
COGNIZANT CLASSIC IN THE PALM BEACHES**

This AGREEMENT is made as of the 4th day of February, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“COUNTY”), and PGA TOUR ENTERPRISES, LLC (“TOUR”) (singularly, “PARTY” and collectively, “PARTIES”), authorized to do business in the State of Florida, whose Federal I.D. is 37-2113106.

WHEREAS, TOUR has produced an annual Professional Golf Association Tour Tournament, (“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”;

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 2025 TOURNAMENT, which shall take place February 24, 2025 – March 2, 2025 (dates inclusive of the PRO-AM).
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 December 18, 2025.
5. Extension Discussion. Promptly upon and in any event, no later than thirty (30) days following the conclusion of the 2025 TOURNAMENT, the PARTIES shall meet in person at an agreed upon location or virtually to engage in good faith discussions for an extension of this AGREEMENT and COUNTY’s continued sponsorship of the TOURNAMENT.
6. Funding. The total funding to be provided by the COUNTY under this AGREEMENT shall not exceed \$1,300,000.

7. COUNTY Obligations. The COUNTY agrees to:

- (a) Provide payments to the TOUR, as follows: (1) \$650,000 (six hundred fifty thousand dollars) on or before February 21, 2025, and (2) \$650,000 (six hundred fifty thousand dollars) on or before April 17, 2025, in each instance in immediately available funds upon the TOUR providing the supporting documentation, per Section 8(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.

8. 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.

9. Event Monitoring and Evaluation. The COUNTY shall monitor and conduct an evaluation of compliance with this AGREEMENT. TOUR shall provide County representatives 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 is 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.

10. 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.

11. 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.
12. 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
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225

Verdenia C. Baker County Administrator Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401
561-355-6726

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

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

As to TOUR:

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

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

13. 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.
14. Filing. A copy of this **AGREEMENT** shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
15. 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**.

16. **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.

17. 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.

18. 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 R2017-1770, 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the **AGREEMENT**.

19. 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**.

20. 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.**

21. 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 an Additional Insured. 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: On 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.

22. 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**.

23. **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).

24. **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.

25. **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.

26. **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.

27. 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.
28. Termination. This AGREEMENT may be terminated by the TOUR upon sixty (60) 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. It 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.

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.
29. 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.

30. 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.
31. 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.

32. 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:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

PGA TOUR ENTERPRISES, LLC

By: Neera Shetty Neera Shetty
Chief Legal Officer 1/3/2025

APPROVED	
Chief Financial Officer	CS
Chief Legal Officer	J

APPROVED AS TO TERMS AND CONDITIONS

By: Emanuel Perry 1/10/25
Emanuel Perry, Director
Tourist Development Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Yelizaveta Herman
Yelizaveta Herman
Assistant County Attorney

EXHIBIT A

DELIVERABLES

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. **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.
6. 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**.
7. On-site valet parking for fifty (50) guests for each day of the **TOURNAMENT**.
8. Fifty (50) off-site parking passes for each day of the **TOURNAMENT**.
9. Fifty (50) grounds passes for each day of the **TOURNAMENT**.
10. Two (2) Ross Cabana Hospitality suites on the 17th tee for thirty (30) guests total, fifteen (15) in each suite, for each day of the **TOURNAMENT** inclusive of food and beverage.
11. 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**.
12. To the extent that a **TOURNAMENT** program is produced, one (1) full-page four-color **SPORTS** ad in **TOURNAMENT** program.
13. **SPORTS** brand placement on official player walkway bridge sign, with logo and messaging to be provided by **COUNTY**.
14. **COUNTY**, **SPORTS**, and **DISCOVER** website links on **TOURNAMENT** website.
15. 100 high resolution photos of the **TOURNAMENT**.
16. Four (4) positions for one group for the Monday Pro-Am of the **TOURNAMENT**.
17. Monday Pro-Am to be titled as “Cognizant Classic in The Palm Beaches.”
18. Three (3) positions for one group for the Wednesday Pro-Am of the **TOURNAMENT**.
19. 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, the **TOURNAMENT** shall 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 **TOURNAMENT** 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

20. Digital and Social Media

- a. The **TOURNAMENT** shall post on **TOURNAMENT**'s Facebook, Instagram, and X pages, for three (3) **SPORTS** and three (3) **DISCOVER** posts on each social media page.
- b. Two (2) **SPORTS** and two (2) **DISCOVER** e-blasts to **TOURNAMENT** patron database.

21. **TOURNAMENT** name and logo shall be used during the Agreement Term on PGATOUR.com, **TOURNAMENT** website, and all social media platforms of the **TOUR**.

22. 20% share of voice of ad inventory within **TOURNAMENT** hub pages (non-scoring) on PGATOUR.com

EXHIBIT B

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

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

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

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

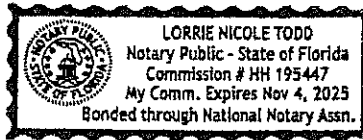
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 7th day of January 2025, by Neera Shetty.

Personally known OR produced identification .

Type of identification produced _____

Lorrie Nicole Todd
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

PGA TOUR Enterprises, LLC
Policy Signing Authority for Investment, Banking and Other Financial Transactions

Authorized individuals are as follows:

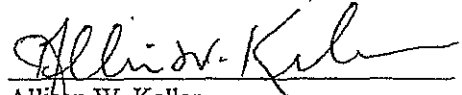
Jay M. Madara	Chief Financial Officer & Treasurer
Leonard D. Brown, Jr.	Chief Global Business Ventures
Neera Shetty	Chief Legal Officer
Megan Zee	Senior Vice President & Controller- Finance
Kathryn Krebs	Senior Vice President-Risk Benefits & Compliance

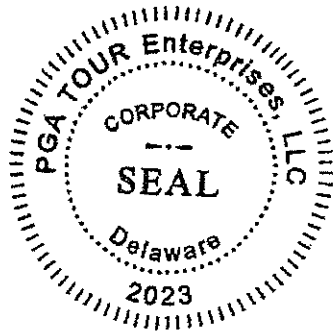
Specific limits on authority are as follows:

<u>Transaction Amounts</u>	<u>Required</u>	<u>Additional</u>
Over \$5,000,000	Jay M. Madara	Any authorized signer
Up to \$5,000,000	Any authorized signer	Any authorized signer

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and the seal of this Company as of the 18th day of November 2024

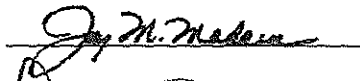


{COMPANY SEAL}


Allison W. Keller
Secretary & Chief Administrative Officer

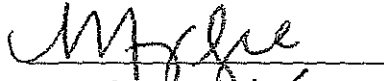
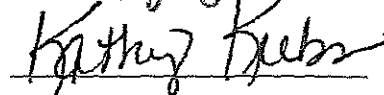


**SECRETARY'S CERTIFICATE
PGA TOUR ENTERPRISES, LLC**

I, Allison W. Keller, hereby certify that: (i) I am the Secretary of PGA TOUR Enterprises, LLC (the "Company"), a limited liability company duly organized and existing under the laws of the State of Delaware; (ii) attached hereto as Exhibit A is a true copy of the signing authority for the Company as established at a meeting duly held on the 18th day of November, 2024; (iii) each of the persons named below is a duly elected and qualified officer of the Company, the signature set forth opposite each person's name is the authentic signature of such person and each person holds the office indicated for him;


Name	Office	Signature
Jay M. Madara	Chief Financial Officer & Treasurer	
Leonard D. Brown, Jr.	Chief of Golf Business Ventures	
Neera Shetty	Chief Legal Officer	

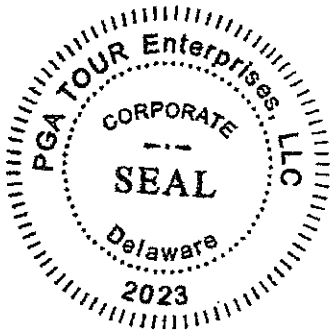
and (iv) in addition to the officers named above, the person(s) named below is a person designated by the Company to be an authorized representative of the Company with respect to the Company's investment, banking and other financial activities and the signature set forth opposite such person's name is the authentic signature of such person:

Representative	Title	Signature
Megan Zee	Senior Vice President & Controller, Finance	
Kathryn Krebs	Senior Vice President Risk Benefits & Compliance	

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and the seal of this Company as of the 18th day of November 2024

{COMPANY SEAL}


Allison W. Keller
Secretary & Chief Administrative Officer





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2025

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 Edgewood Partners Ins Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of Amer		25674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 922945064 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Volunteer MP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZPP-31N5777825	1/10/2025	4/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Ded. <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp & Coll			ZPP-31N5777825	1/10/2025	4/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		ZUP-31N5778A25	1/10/2025	4/2/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> Crime Misc. Property			ZPP-31N5777825	1/10/2025	4/2/2025	Crime Misc. Property 100,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 DESIGNATED TOURNAMENT: COGNIZANT CLASSIC IN THE PALM BEACHES/PGA TOUR/EFFECTIVE DATE: SEE ABOVE
 CERTIFICATE HOLDER IS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT.
 PER BLANKET ADDITIONAL INSURED ENDORSEMENT CG D1 44.

CERTIFICATE HOLDER Palm Beach County Sports Commission 2195 Southern Blvd., Suite 550 West Palm Beach FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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PRODUCER Edgewood Partners Ins Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED PGA TOUR Enterprises LLC dba Cognizant Classic 400 Avenue of the Champions Palm Beach Gardens FL 33418	PGATOUR1	INSURER A: Travelers Property Casualty Co of Amer	25674
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 464672072


REVISION NUMBER:

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A	Crime Misc. Property			ZPP-31N5777825	1/10/2025	4/2/2025	Crime Misc. Property 100,000 500,000

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 PER BLANKET ADDITIONAL INSURED ENDORSEMENT CG D1 44.

CERTIFICATE HOLDER**CANCELLATION**

Discover the Palm Beaches 2195 Southern Blvd., Suite 400 West Palm Beach FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR BODILY INJURY OR PROPERTY DAMAGE AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

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

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

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

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

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