

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DORAL,
FLORIDA AND PGA TOUR ENTERPRISES, LLC AND ITS AFFILIATES**

This Memorandum of Understanding (this "MOU") is made and entered into as of the 26
day of February, 2026 (the "Effective Date"), by and between the CITY OF DORAL,
FLORIDA, a Florida municipal corporation, whose address is 8401 NW 53rd Terrace, Doral,
Florida 33166 (hereinafter "City"), and PGA TOUR ENTERPRISES, LLC, a Delaware limited
liability company, and its affiliates, whose address is 100 PGA TOUR Boulevard, Ponte Vedra
Beach, FL 32082 (hereinafter collectively "TOUR").

RECITALS

WHEREAS, TOUR is the operator of that certain golf tournament known as the Cadillac
Championship (the "Event"); and

WHEREAS, from 1962 through 2016, the Event in various forms held annual championship
competitions in the City; and

WHEREAS, the TOUR desires to bring the Event back to the City; and

WHEREAS, the City and the TOUR desire to execute this MOU, establish a five (5) year
engagement relating to the Event, and to set forth the terms and conditions of their mutual
understanding regarding the provision of in-kind services, parking accommodations, tickets, and
charitable donations; and

WHEREAS, the City and the TOUR acknowledge that this MOU will be followed by certain
definitive agreements, including but not limited to a non-exclusive license agreement for parking
at the Park Property; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein
and other good and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, the parties hereto agree as follows:

AGREEMENT

I. Recitals

The above Recitals are true and correct and are hereby incorporated herein by this reference.

II. Term

The term of this MOU shall be for five (5) years, commencing on the Effective Date and continuing through the conclusion of the 2030 Event, unless earlier terminated as provided herein (the "Term").

III. In-Kind Police Services

The City shall provide in-kind police services to the TOUR during the Event, which shall be held over four (4) consecutive days. The value of such in-kind police services shall be an estimated Two Hundred Thousand Dollars and 00/100 (\$200,000.00) per year. Such services shall include, but not be limited to, traffic control, security, and public safety services as reasonably required for the successful operation of the Event. The specific scope and deployment of police services shall be determined by the City's Police Department in consultation with TOUR, considering the anticipated attendance, venue layout, and security requirements for the Event.

The parties acknowledge and agree that the value of the in-kind police services is based on the City's then-current police personnel rates, overtime rates, contractual obligations, equipment costs, and operational expenses. Accordingly, the annual value of the in-kind services shall be subject to adjustment each year to reflect any increases or changes in the City's police department costs, rates, collective bargaining obligations, or operational requirements in effect at the time of the Event. The adjusted value shall be calculated by the City based on its adopted fee schedules, labor agreements, and budgeted personnel rates in effect for that year and shall be reflected in the annual accounting of the in-kind exchange between the parties, without the need for a formal amendment to this Agreement.

IV. In-Kind Promotion and Marketing

The City shall provide in-kind marketing and promotion services of the TOUR during the Event by designing, creating, and placement of banners throughout City owned public rights-of-way, which shall be a estimated Nine Thousand Dollars and 00/100 (\$9,000.00).

V. Parking Accommodations

5.1 Provision of Parking Spaces

During the life of this agreement, the City shall provide TOUR with two hundred (200) overflow parking spaces at the City's Central Park during each of the four (4) days of the Event. The specific location of such parking spaces within the Park Property shall be designated by the City in consultation with TOUR.

The parties acknowledge that the area designated for overflow parking at Central Park is planned for future construction of a municipal parking garage. Accordingly, the City's obligation to provide the overflow parking spaces described herein shall continue only until such time as the designated area is closed for construction or otherwise rendered unavailable due to the commencement of the parking garage project or other municipal use.

Upon closure or unavailability of the designated parking area for construction or municipal purposes, the City shall no longer be obligated to provide the overflow parking spaces, and the agreed-upon value associated with this in-kind parking accommodation shall be credited back to the City and reflected in the annual accounting of the in-kind exchange between the parties, without the need for a formal amendment to this Agreement.

5.2 Non-Exclusive License Agreement

The parties acknowledge and agree that the parking accommodations described in Section 4.1 shall be memorialized in a separate non-exclusive, temporary, and revocable license agreement (the "License Agreement"), which shall be executed by the parties within sixty (60) days following the

Effective Date. The License Agreement shall contain terms and conditions substantially similar to those set forth in the form of license agreement attached hereto as Exhibit “A.”

5.3 Additional Parking Areas

If necessary, the City agrees to assist TOUR in securing additional parking areas as needed by TOUR for the Event, subject to availability and applicable laws, regulations, and agreements.

VI. Tickets and Hospitality

6.1 Box Tickets

During each year of the Term, TOUR shall provide the City with the exclusive use of one (1) dedicated Event Box for each day of the Event, with a capacity for thirty (30) guests per day. The Event Box shall include premium seating, hospitality services, and all amenities customarily included with such Event Box as designated by TOUR. The Event Box and associated hospitality shall be provided to the City at a fair and reasonable value.

In addition to the Event Box described above, TOUR shall provide five (5) Full Ground Access passes for each day of the Event for use by all City of Doral Elected Officials.

All distribution, assignment, and use of the Event Box and Ground Access passes by the City shall be governed by and subject to the City of Doral’s adopted Ticket and Event Attendance Policy, as may be amended from time to time.

VII. Charitable Donation

During each year of the Term, TOUR shall make a charitable donation to the City’s Foundation, Police and Parks 4 Kids, Inc., a 501(c)(3) charitable organization, in an amount determined as follows:

Total Annual In-Kind Service provide by city of Doral (Value) – Event Box Value, if applicable
= Difference donated to PP4K;

In the event the City elects not to purchase the Event Box in any given year, the charitable donation shall be re negotiated, however at no time may the contribution be less than seventy-five percent (75%) of the full annual in-kind value;

Such donation shall be made within thirty (30) days following the conclusion of each Event. This calculation shall be based on the City's documented annual valuation of in-kind services for that year and shall not require a formal amendment to this Agreement.

VIII. Promotional Collaboration

8.1 City Promotion of Event

The City shall assist in the promotion of the Event through agreed upon assets that would include, for example, banners along the City's roads, electronic assets, and digital assets. The specific promotional activities shall be mutually agreed upon by the parties in writing.

8.2 TOUR Promotion of City

TOUR shall provide the City with advertising space in its promotional materials for the Event. Such advertising space shall be substantially similar to that provided in previous years, if applicable.

8.3 Donation Presentation

Each year, the Event and the City shall collaborate to create a distinctive and meaningful moment to publicly present the donation check to the Police and Parks 4 Kids, Inc., celebrating the impact of the partnership and reinforcing community engagement.

IX. Representations and Warranties

9.1 City's Representations

The City represents and warrants to the TOUR that:

1. It has the full right, power, and authority to enter into this MOU and to perform its obligations hereunder; and
2. The execution, delivery, and performance of this MOU have been duly authorized by all necessary action on the part of the City; and
3. This MOU constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms.

9.2 TOUR's Representations

TOUR represents and warrants to the City that:

1. It has the full right, power, and authority to enter into this MOU and to perform its obligations hereunder; and
2. The execution, delivery, and performance of this MOU have been duly authorized by all necessary action on the part of TOUR; and
3. This MOU constitutes the legal, valid, and binding obligation of TOUR, enforceable against TOUR in accordance with its terms.

X. Insurance

Each party shall secure and maintain throughout the Term insurance of such type and in such amounts as shall be reasonably satisfactory to the other party and as may be required by applicable law. Certificates of Insurance shall be provided to the other party upon request, listing the other party as an additional insured on all liability policies. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the other party before any policy or coverage is canceled or restricted.

XI. Indemnification

11.1 The TOUR's Indemnification

TOUR shall indemnify, defend, and hold harmless the City, its elected officials, employees, agents, and volunteers (collectively referred to as "City Indemnitees") against all loss, costs, penalties,

finances, damages, claims, expenses (including reasonable attorneys' fees), or liabilities by reason of any injury to, or death of, any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with TOUR's performance of this MOU, which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act of omission, default, or negligence of TOUR, its employees, agents, or subcontractors.

11.2 City Indemnification

To the extent permitted by Florida Statutes § 768.28, the City shall indemnify and save TOUR harmless from any and all loss and liability on account of any damages or injury and from all liens, claims, and demands caused by any willful acts or omissions or the negligence of the City in connection with the performance by the City of its obligations hereunder or from the breach by the City of any obligation hereunder, but the City shall not be liable for damage or injury occasioned by failure of the TOUR to comply with obligations hereunder or by reason of negligence of the TOUR, its agents, or employees.

11.3 Survival

The indemnification provisions of this Section 10 shall survive the expiration or termination of this MOU.

XII. Termination

12.1 Termination for Cause

Either party may terminate this MOU for cause upon thirty (30) days' written notice to the other party of a material breach of this MOU, provided that such breach remains uncured at the end of such thirty (30) day period.

12.2 Termination for Convenience

Either party may terminate this MOU for convenience upon ninety (90) days' written notice to the other party.

12.3 Effect of Termination

Upon termination of this MOU for any reason, neither party shall have any further rights or obligations hereunder except for those rights and obligations that expressly survive termination or are necessary to fulfill obligations that arose prior to such termination.

XIII. Relationship of the Parties

Nothing in this MOU shall be construed to create a joint venture, partnership, or any other similar arrangement between the City and TOUR. Nothing in this MOU will be construed to affect in any way the City's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations are applicable regardless of whether such provisions would otherwise apply.

XIV. Assignment

Neither this MOU nor any right or obligation hereunder may be assigned or delegated by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

XV. Notices

All notices, requests, demands, and other communications required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the parties at the following addresses:

If to the City:

City Manager

City of Doral

8401 Northwest 53rd Terrace

Doral, FL 33166

With a copy to:

City Attorney

Gastesi Lopez Mestre & Cobiella, PLLC

8105 N.W. 155 Street

Miami Lakes, Florida 33016

If to PGA:

PGA Tour Enterprises, LLC

100 PGA Tour Boulevard

Ponte Vedra Beach, FL 32082

Attn: Chief Legal Officer

Either party may change its address for notices by giving written notice to the other party in accordance with this Section.

XVI. Governing Law; Venue

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this MOU shall be proper exclusively in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this MOU.

XVII. Public Records

TOUR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. TOUR agrees to maintain public records in TOUR's possession or control in connection with TOUR's performance under this MOU and to provide the public with access to public records in accordance with the record maintenance, production, and cost requirements set

forth in Chapter 119, Florida Statutes, or as otherwise required by law. TOUR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

XVIII. Severability

If any term, covenant, condition, or provision of this MOU (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this MOU shall not be affected thereby; and each remaining term, covenant, condition, and provision of this MOU shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions, and provisions of this MOU would prevent the accomplishment of the original intent of the agreement between the parties.

XIX. Entire Agreement; Amendment

This MOU sets forth the entire agreement between the City and TOUR with respect to the subject matter hereof. This MOU supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This MOU may not be amended or modified except by a written instrument executed by both parties.

XX. Counterparts

This MOU may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

XXI. No Third-Party Beneficiaries

This MOU is solely for the benefit of the parties hereto and no provision of this MOU shall be deemed to confer upon any third party any remedy, claim, liability, reimbursement, cause of action, or other right.

XXII. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this MOU if such failure or delay is caused by circumstances beyond the reasonable control of the party affected, including but not limited to acts of God, fire, flood, war, terrorism, civil commotion, government action, epidemic, pandemic, or other similar causes.

XXIII. Waiver

No waiver of any term or right in this MOU shall be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

XXIV. Further Assurances

Each party agrees to execute such additional documents and to perform such further acts as may be reasonably necessary or appropriate to give effect to the provisions and intent of this MOU.

XXV. Authority to Execute

Each person executing this MOU on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this MOU and to bind such party with respect to all of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date first written above.

PGA TOUR ENTERPRISES, LLC

By: Mera Shetty
Name: MERA SHETTY
Title: Chief Legal Officer

Attest:

CITY OF DORAL, FLORIDA



Connie Diaz
City Clerk



Zeida Sardiñas
City Manager

Approved as to Form and Legal Sufficiency:



Lorenzo Cobiella
Gastesi Lopez Mestre & Cobiella, PLLC
City Attorney

NON-EXCLUSIVE, TEMPORARY, & REVOCABLE LICENSE AGREEMENT

THIS NON-EXCLUSIVE, TEMPORARY, & REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this 26 day of February, 2026, by and between the CITY OF DORAL, FLORIDA, a Florida municipal corporation, whose address is 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter "City"), and PGA TOUR ENTERPRISES, LLC and/or its affiliates, whose address is 100 PGA TOUR Boulevard, Ponte Vedra Beach, FL 32082 (hereinafter "Licensee").

RECITALS

WHEREAS, the City is the fee simple owner of that certain parcel of real property commonly known as Doral Central Park located in Doral, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and parking areas located thereon (the "Park Property"); and

WHEREAS, Licensee is the operator of that certain golf tournament known as the Cadillac Championship (the "Event"); and

WHEREAS, Licensee desires a non-exclusive license from the City, and the City agrees to grant a non-exclusive license to and in favor of Licensee, for the non-exclusive use of the parking areas located on the Park Property during the Event more particularly described on Exhibit "A" attached hereto and made a part hereof, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. Recitals

The above Recitals are true and correct and are hereby incorporated herein by this reference.

B. Term

The term of this Agreement shall be for five (5) years, commencing on the date of execution of this Agreement and continuing through the conclusion of the 2030 Event, unless earlier terminated as provided herein (the "Term").

C. Non-Exclusive Parking License

Subject to the conditions and limitations set forth herein, the City hereby grants to and in favor of Licensee and all of its attendees, employees, guests, and invitees (collectively, the "Event Attendees") a (a) non-exclusive license for the non-exclusive use of two hundred (200) overflow parking spaces at the Park Property during each of the four (4) days of the Event, together with (b) the right of vehicular and pedestrian access, ingress and egress over, upon and across all current and future roadways, driveways and travel ways located on the Park Property necessary to utilize such parking areas and to otherwise exercise the rights granted herein. Licensee shall not park any vehicles in any areas other than the designated parking areas. The rights granted to the Licensee in this Agreement are referred to herein as the "License Purpose."

For purposes hereof, the term "Event" shall mean the four (4) day golf tournament known as the Miami Championship, with specific dates to be mutually designated by the City and Licensee for each year during the Term. The Park Property shall be open on a twenty-four (24) hour basis commencing at 6:00 a.m. on the first day of the Event through 6:00 p.m. on the last day of the Event for each year during the Term.

D. Modification

Nothing herein shall be deemed to limit City's right to modify, relocate, close, or maintain the roadways, driveways and/or travel ways in any way, or at any time, or from time to time after consulting with the Licensee to protect the health, safety and welfare of Licensee Event Attendees.

E. Restoration

Licensee agrees that all temporary signage, barricades, restroom facilities, etc. used for the Event will be erected in a manner that will not permanently damage the Park Property. Licensee shall be responsible for ensuring that the Park Property remains in good repair during the Term of this Agreement and will return the Park Property no later than forty-eight (48) hours after the conclusion of the Event to its condition prior to the Event, normal wear and tear associated with such activity excepted.

City acknowledges and agrees that Licensee may obtain video recording of the Park Property preceding the Event and following the Event to be used in the determination of the scope of damage, if any, to the Park Property caused by the Event.

F. Security

Licensee shall provide reasonable and adequate security to supervise the use of the Park Property by the Licensee during all times while the Licensee is using the Park Property for the License Purposes, including, but not limited to, the presence of security personnel at all times while the Park Property is in use by Licensee and lights for use of the Park Property after sunset and before sunrise.

G. Consideration

The Licensee shall pay the sum of Three Thousand Dollars (\$3,000) for two hundred (200) parking spaces at the Park Property, for a total sum of Twelve Thousand Dollars (\$12,000) for the four-day event.

H. Mutual Indemnification

H-1 Licensee's Indemnification

Licensee shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers (collectively referred as "City Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities (collectively referred to as "Liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the Licensee's use of the Park Property and performance of this Agreement, which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of Licensee, its employees, agents, or sub-contractors.

Licensee expressly agrees to indemnify, defend, and hold harmless the City Indemnitees, or any of them, from and against all Liabilities which may be asserted by an employee or former employee of provider to the extent same is covered by payments under workers' compensation or similar laws.

H-2 City's Indemnification

To the extent permitted by Florida Statutes § 768.28, the City shall indemnify and save Licensee harmless from any and all loss and liability on account of any damages or injury and from all liens, claims and demands caused by any willful acts or omissions or the negligence of City in connection with the operation and use of the Park Property by Licensee, the performance by City of its obligations hereunder or from the breach by City of any obligation hereunder, but City shall not be liable for damage or injury occasioned by failure of Licensee to comply with obligations hereunder or by reason of negligence of Licensee, its agents or employees.

This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes. This indemnification shall survive the cancellation or expiration of the Agreement. This indemnification extends, without limitation, to any damage or injury to persons or property located on the Park Property.

K. Risk of Loss

In no event shall the City be liable or responsible for injury, loss, or damage to the property, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by the Licensee, its officers, agents, employees, invitees, or patrons, resulting from, or in connection with the use of the Park Property and/or performance or non-performance of the provisions of this Agreement, which may arise as a result of theft, destruction, or damage of any kind, or nature whatsoever, including without limitation, any direct, or indirect physical loss, or damage to the premises from any peril whatsoever, and loss of electricity, explosion, release of gas, steam, vapors, water damage, leakage or seepage, from, or into any part of the premises, including breakage, obstruction, or other defects of any kind within the premises, such as pipes, sprinklers, wires, air conditioning, plumbing, appliances, lighting fixtures, and acts of God. In addition, the City will not be held liable for any act of negligence by any user of the Park Property, or any occupants, or any person whomsoever, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

L. Insurance

Each party shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by in Exhibit "B." Certificates of Insurance shall be provided to the other party at the time of execution of this Agreement listing the other party as an additional insured on all liability policies. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the other party before any policy or coverage is cancelled or restricted. Insurance coverage shall be no less than the terms of coverage provided in Exhibit "B", "Insurance Requirements." If at any point during the Term, one of the parties fails to provide insurance as required herein, the other party reserves the right to procure the type of coverage needed to protect the interest of that party, and the other party hereby agrees to reimburse the other party for any and all costs associated with procured insurance.

M. No Public Rights Created

This Agreement shall be reserved solely to and for the benefit of the Licensee and the rights, privileges and benefits of this Agreement is not intended, nor shall be construed as creating any rights in or for the benefit of the general public. Licensee may charge the Event Attendees a parking fee.

N. Revocable at Will

Licensee acknowledges and understands that the permission to use the Park Property being granted herein is limited to the conditions herein and License Purpose and revocable at any time. The City reserves the right to change the date of Licensee's use of the Park Property and/or modify the scope of the Park Property if there is a conflict with a previously approved, emergency and/or necessary City function that is or will be occupying the same area. In the event of emergency circumstances

or in the event the City or City Manager finds a threat to the public health or safety is involved, this Agreement may be cancelled by City verbally, effective immediately, followed by prompt written confirmation. In the event of any such change, Licensee may request a different time and/or location to perform the License Purpose. The Agreement shall terminate automatically at the expiration of the Term or pursuant to written notice given hereunder by either party, effective upon the earlier of receipt or three days after transmittal by sender, unless otherwise extended by the City pursuant to the terms herein.

O. Non-Interference

During its use hereunder and during the conduct of its business in the area, Licensee agrees to make all reasonable efforts to minimize interference with the business of City. Licensee shall not block or otherwise obstruct the public vehicular or pedestrian traffic in the area of Park Property in any way; nor shall Licensee provide or allow any impediment to free passage in or near the Park Property. Licensee shall take reasonable measures so as to prevent or minimize Licensee's impact on traffic volume and congestion.

P. Severability

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

Q. Governing Law

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this agreement.

R. No Joint Venture

Nothing in this Agreement shall be construed to create a joint venture, partnership or any other similar arrangement between City and Licensee. Nothing in this Agreement will be construed to affect in any way the City's rights, privileges, and immunities, including the provisions and

monetary limitations of Florida Statutes § 768.28(5), Florida Statutes, which limitations are applicable regardless of whether such provisions would otherwise apply.

S. No Assignment

Neither this License nor this Agreement is assignable by Licensee without City's express written approval, which may be withheld for any reason. Licensee may engage subcontractors to perform part or all of the License Purpose, provided Licensee remains at all times obligated hereunder.

T. Review of Agreement

Licensee has had an opportunity for review of this Agreement by counsel for Licensee and is in agreement with the foregoing terms and provisions.

U. Public Records

Licensee acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Licensee agrees to maintain public records in Licensee's possession or control in connection with Licensee's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Licensee shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Licensee, whether finished or unfinished, shall become the property of City and shall be delivered by Licensee to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Licensee shall be delivered to the City in a format that is compatible with the City's information technology systems.

Upon termination of this Agreement, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Licensee shall be withheld until all documents are received as provided herein. Licensee's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

V. Notices

Notices hereunder shall be provided as follows:

For City:

City Manager
City of Doral
8401 Northwest 53rd Terrace
Doral, FL 33166

Copy to:

City Attorney
Gastesi Lopez Mestre & Cobiella
8105 NW 155 Street
Miami Lakes, Florida 33016

For Licensee:

PGA TOUR Enterprises, LLC
100 PGA TOUR Boulevard
Ponte Vedra Beach, FL 32082
Attn: Chief Legal Officer
Telephone: 904-285-3700
Facsimile: 904-285-9793

W. Entire Agreement

This Agreement sets forth the entire agreement between City and Licensee with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

X. Counterparts

This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

IN WITNESS WHEREOF, the parties have hereto set their hands, on the day and year as set forth herein above.

PGA TOUR ENTERPRISES, LLC

By: Neera Shetty
Print Name: Neera Shetty
Title: Chief Legal Officer

Attest:

CITY OF DORAL, FLORIDA


Connie Diaz
City Clerk


Zeida Sardiñas
City Manager

Approved as to Form and Legal Sufficiency:


Lorenzo Cobiella
Gastesi Lopez Mestre & Cobiella, PLLC
City Attorney

EXHIBIT "A"

[Description of the Park Property and designated parking areas]

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- Minimum limits: \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability, and personal injury

2. Automobile Liability Insurance

- Minimum limits: \$1,000,000 combined single limit
- Coverage shall include owned, hired, and non-owned vehicles

3. Workers' Compensation Insurance

- Statutory limits as required by Florida law
- Employer's Liability: \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

d. Umbrella/Excess Liability Insurance

- Minimum limits: \$5,000,000 per occurrence

- Coverage shall be in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability policies

5. Additional Requirements

- All policies shall be issued by insurance companies licensed to do business in the State of Florida and having a Best's rating of at least A-VII
- Each party shall be named as an additional insured on the other party's liability policies
- All policies shall contain a waiver of subrogation in favor of the other party
- All policies shall be primary and non-contributory with respect to any insurance carried by the other party

RESOLUTION No. 26-21

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE SPONSORSHIP PROPOSAL OF THE PROFESSIONAL GOLF ASSOCIATION FOR A PGA TOUR ENTERPRISES, INC, CADILLAC CHAMPIONSHIP; APPROVING A NONEXCLUSIVE, TEMPORARY, AND REVOCABLE LICENSE AGREEMENT TO THE PROFESSIONAL GOLF ASSOCIATION TOUR ENTERPRISES, INC. FOR PARKING; AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A SPONSORSHIP AGREEMENT AND LICENSE AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, AND EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Professional Golf Association hosts a yearly, internationally-recognized and televised golf tournaments throughout the United States; and

WHEREAS, from 1962 through 2016 the PGA Golf tournament, in various forms, was one of the longest running sports competitions in the State of Florida's history, in what is now the City of Doral (the "City"); and

WHEREAS, after a ten (10) year hiatus, the PGA Tour Enterprises, Inc., as the operator of the golf tournament, desires to bring back this exciting event to the City; and

WHEREAS, the City desires re-engage PGA Tour Enterprises, Inc., to support an event which has tremendous positive impact on the City in the form of economic, publicity, and philanthropic efforts; and

WHEREAS, prior sponsorship agreement between the City and the PGA Tour Enterprises, Inc. have seen produced heightened visibility for the City, significant economic activity for the businesses and hotels in the area, and a donation to the City's Foundation, Parks & Police 4 Kids, Inc.; and

WHEREAS, to continue its support and the positive impacts in the community, the City desires to authorize the City Manager to negotiate and enter into agreements with the PGA Tour Enterprises, Inc. to sponsor the tournament and to permit parking at Doral Central Park, in substantially the same form as attached hereto as composite Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Memorandum of Understanding and Parking Licensing Agreement, which is attached hereto as Composite Exhibit “A” is approved in substantially the same form, subject to negotiation and execution by the City Manager.

Section 3. Authorization. The City Manager is hereby authorized to negotiate and execute a Sponsorship Agreement and the License Agreement, both subject to approval by the City Attorney as to form and legal sufficiency, and to expend budgeted funds in furtherance of both.

Section 4. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council’s intent.

Section 5. Effective Date. This resolution shall take effect immediately upon

adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 18 day of February, 2026.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY