

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Children's Healthcare Charity, Inc. for the period May 1, 2007, through June 30, 2007, in an amount not-to-exceed \$5,000 for the 2007 Honda Classic Golf Tournament.

Summary: This funding is to assist with costs incurred by the Children's Healthcare Charity, Inc. for the 2007 Honda Classic Golf Tournament held from February 6, 2007, through March 4, 2007. The tournament attracted approximately 83,500 spectators and 144 professional golfers. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to May 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 1 (AH)

Background and Justification: Children's Healthcare Charity, Inc. is a not-for-profit organization that generates awareness of and funding for children's charities, and produced the 2007 Honda Classic Golf Tournament. The 2007 Honda Classic Tournament, in its 36th year of existence, spotlighted Palm Beach County nationally and internationally, provided entertainment for South Florida residents, and provided funding for South Florida based children's charities.

The total cost of the Tournament for media and promotions, printing, tournament production, rental equipment, player expenses, office and management expenses, and charitable donations was \$6,046,000. The \$5,000 from the Recreation Assistance Program - District 1 will offset a portion of the cost of this project for direct tournament expenses. The Agreement has been executed on behalf of Children's Healthcare Charity, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

4/3/07
Date

Approved by: 
Assistant County Administrator

4/18/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R901
 Object 8201 Program N/A

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

Recreation Assistance Program

District 1 3600-583-R901-047-8201 \$5,000

C. Departmental Fiscal Review: *in-kind match*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John Oak 4/10/07
 OFMB *4/10/07*
ms *4/9/07* *ON 4/15/07*

Dr J. [Signature] *4/16/07*
 Contract Development and Control
Edwards 4/12/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgenst 4/16/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

G:\SYINGER\RAP06-07\District 1\Honda Classic\AGD.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND CHILDREN'S HEALTHCARE CHARITY, INC. FOR THE 2007 HONDA CLASSIC GOLF TOURNAMENT

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Children's Healthcare Charity, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Healthcare Charity".

WITNESSETH:

WHEREAS, Healthcare Charity generates awareness of and funding for children's charities; and

WHEREAS, Healthcare Charity produced the 2007 Honda Classic Golf Tournament (Tournament) to spotlight Palm Beach County nationally and internationally through a premier professional sporting event, to provide entertainment for South Florida residents, and to provide funding for South Florida based children's charities; and

WHEREAS, the Tournament is in its thirty sixth year of existence, and this year's event was held from February 6, through March 4, 2007; and

WHEREAS, the Tournament was held at the PGA National Resort & Spa's Champion Course and attracted approximately 83,500 spectators and 144 professional golfers; and

WHEREAS, the total cost of the Tournament was \$6,046,000 for media and promotions, printing, tournament production, rental equipment, player expenses, office and management expenses, and charitable donations; and

WHEREAS, Healthcare Charity has requested \$5,000 from County to help offset Tournament expenses; and

WHEREAS, County desires to provide funding to Healthcare Charity for the Tournament expenses; and

WHEREAS, funding for the Tournament in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 1; and

WHEREAS, community recreational, spectator sports, and charity events serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$5,000 to Healthcare Charity for the Tournament for media and promotions, printing, tournament production, rental equipment, player expenses, office and management expenses, and charitable donations, as specifically set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Healthcare Charity on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Healthcare Charity. Said information shall list each invoice paid by Healthcare Charity and shall include the vendor invoice number; invoice date; and the amount paid by Healthcare Charity along with the number and date of the respective check/proof of purchase for said payment. Healthcare Charity shall attach a copy of each vendor invoice paid by Healthcare Charity along with a copy of the respective check or proof of purchase and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Healthcare Charity's Program Administrator and Project Financial Officer shall certify the total funds spent by Healthcare Charity on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Healthcare Charity and approved by Healthcare Charity as indicated.

3. Healthcare Charity incurred expenses for the Project beginning on May 1, 2006. Those costs incurred by Healthcare Charity for the Project, approved and submitted accordingly by Healthcare Charity subsequent to May 1, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Healthcare Charity may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Healthcare Charity warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Healthcare Charity agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Healthcare Charity shall be responsible for the operation and maintenance of the Project including all associated costs.

8. The term of this Agreement shall be until June 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Healthcare Charity is in default of its obligations under this Agreement, the County shall provide Healthcare Charity thirty (30) days written notice to cure the default. In the event Healthcare Charity fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Healthcare Charity for the Project deemed to be in default and Healthcare Charity shall return any County RAP funds already collected by Healthcare Charity for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Healthcare Charity shall complete the Project and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before June 30, 2007, commencing upon the date of execution of the Agreement by the parties hereto. Upon written notification to County at least ninety (90) days prior to that date Healthcare Charity may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Healthcare Charity's request for said extension.

12. In the event Healthcare Charity ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Healthcare Charity. The determination that Healthcare Charity has ceased or suspended the Project shall be made by County and Healthcare Charity agrees to be bound by County's determination.

13. Healthcare Charity agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances,

as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Healthcare Charity. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Healthcare Charity is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Healthcare Charity shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Healthcare Charity, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Healthcare Charity is eligible to receive reimbursement from the County.

16. Healthcare Charity shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Healthcare Charity are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Healthcare Charity under this Agreement.

Commercial General Liability. Healthcare Charity shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Healthcare Charity shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Healthcare Charity shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Healthcare Charity shall provide this coverage on a primary basis.

Additional Insured. Healthcare Charity shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Healthcare Charity shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Healthcare Charity hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 Healthcare Charity shall agree to 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 when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Healthcare Charity enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Healthcare Charity shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. 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, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Healthcare Charity shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Healthcare Charity shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Healthcare Charity, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Healthcare Charity may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Healthcare Charity certifies that it, its affiliates, suppliers, subcontractors and consultants 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Healthcare Charity:

Executive Director
Children's Healthcare Charity, Inc.
631 U.S. Highway 1, Ste, 410
North Palm Beach, FL 33408

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:

CHILDREN'S HEALTHCARE CHARITY, INC.

FEI Number: 20-4394654.

Ed McEnroe
[Signature]

By: KENNETH R. KENNEDY
Name (Type or Print)

Title: EXECUTIVE DIRECTOR

By: [Signature]
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: [Signature]
Dennis L. Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Children's Healthcare Charity, Inc.**

Mailing Address: 631 US Hwy 1 Ste 410 – North Palm Beach, FL 33408

Federal Employer Identification Number:

Name of President: Gary Nicklaus

Name of Executive Director: Ken Kennerly

Project/Project Liaison Information:

Name: Ed McEnroe

Telephone #: 561.847.1086

Fax #: 561.624.9495

e-mail: emcenroe@thehondaclassic.com


Purpose/Mission of Agency: Utilize our platform as a premier professional sporting event to generate awareness and funding for children's charities.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **2007 Honda Classic Golf Tournament**
2. Project/ Program Description
 - General (Project Scope): 7 days of events surrounding a 4 day professional golf tournament internationally televised on The Golf Channel and NBC, Monday, Feb 26 – Sunday, Mar 4.
 - Public Purpose: 1) Spotlight Palm Beach County nationally and internationally through a premier professional sporting event. 2) Entertainment for South Florida residents. 3) Provide funding for South Florida based children's charities
 - Location: PGA National Resort & Spa's Champion Course
 - Anticipated Number of Participants/Users: 144 professionals – 83,500 Spectators
3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts. A. Media and Promotions. B. Printing. C. Tournament Production. D. Rental Equipment. E. Player Expenses. F. Office & Mgt. G. Sponsor Expense H. Charitable Donation
4. Estimated Lump Sum Total for Project/Program \$ 6,046,000 _____
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid). 5/1/06 to 4/30/07 6-30-07 / 1st
month/day/year month/day/year

(Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance 

Amount of Recreation Assistance Program Funding awarded

\$ 5,000 _____

District 1
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

_____ Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
ATL-001230222-01

PRODUCER

MARSH
3475 PIEDMONT ROAD NE
SUITE 1200
ATLANTA, GA 30305
Attn: Jeannie Glommen (404) 995-2491

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A TRAVELERS INDEMNITY CO

COMPANY

B ST. PAUL FIRE AND MARINE INSURANCE COMPANY

COMPANY

C

COMPANY

D

S77588-PGA-GL-2007

INSURED

CHILDREN'S HEALTHCARE CHARITY INC.
DBA THE HONDA CLASSIC
631 U.S. HIGHWAY ONE, SUITE 410
NORTH PALM BEACH, FL 33408

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

1

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	X-660-296T3231-IND-07	01/27/07	04/04/07	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 DED COMPREHENSIVE <input checked="" type="checkbox"/> \$500 DED COLLISION	X-810-296T3231-IND-07	01/27/07	04/04/07	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	QK06802170	01/27/07	04/04/07	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	OTHER CRIME MISC PROPERTY	X-660-296T3231-IND-07	01/27/07	04/04/07	100,000 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL PROTECTED PERSON: PALM BEACH COUNTY/DESIGNATED TOURNAMENT:THE HONDA CLASSIC/EFFECTIVE DATE:SEE ABOVE/SEE ENDORSEMENT 1 TO GL ATTACHED FOR TERMS AND CONDITIONS/PGA TOUR.

CERTIFICATE HOLDER

PALM BEACH COUNTY

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Walter Gilstrap

Walter Gilstrap

MM1(3/02)

VALID AS OF: 02/07/07

Premises Lessor Endorsement - Additional Protected Persons

This endorsement changes your Commercial General Liability Protection.

How coverage is changed:

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Premises Lessor. The person or organization shown on the Certificate of Insurance issued for the designated golf tournament event is a protected person. But only for covered injury or damage that results from the designated golf tournament shown on the same Certificate of Insurance, including work necessary or incidental to such golf tournament.

However, the premises lessor is not a protected person for injury or damage resulting from their sole negligence. Nor are they a protected person of injury or damage that results from structural changes, new construction work or demolition work done by premises lessor.

Other Terms

All other terms of your policy remain the same.

Endorsement 1 to General Liability.

Name of Insured	Effective Date 01/01/07
PGA TOUR TOURNAMENT INSURANCE PROGRAM	Processing Date 12/09/06 17:25 001
