

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 The LPGGA Foundation, Inc. (LPGA) for the period May 1, 2007, through December 6, 2007, in an amount not-to-exceed \$17,000 for 2006 Jr. Golf Clinics and the 2007 Jameson Classic.

**Summary:** This funding is to help offset costs for expenses paid by LPGA for its 2006 Junior Golf clinics and for the 2007 Jameson Classic. The two activities are anticipated to serve approximately 900 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to August 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 2 (\$7,000) and District 4 (\$10,000). Countywide (AH)

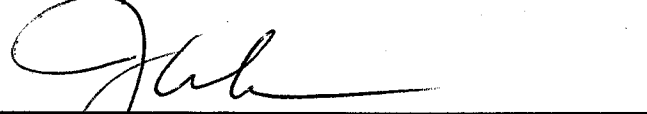
**Background and Justification:** LPGA is a not-for-profit agency whose mission is to encourage junior golfers to learn and enjoy the game of golf and to expose them to the LPGA's top players, while also teaching character, education, and life lessons through the game of golf. LPGA conducted a series of junior golf clinics in November of 2006 to encourage area juniors to learn the game of golf and to provide opportunities for clinic participants to attend the ADT championship. LPGA also sponsored the Jameson Classic golf tournament on January 20, 2007, at the Boca Greens Golf Club.

The cost of the junior golf clinics and the Jameson Classic was approximately \$48,000 for staffing, stationary and printing, banners, teachers, hats, postage, reading materials, photos, food and beverages, tickets, signage, cart rentals, prizes, gifts, and administration. The \$17,000 from the Recreation Assistance Program - District 2 and District 4 will help offset a portion of the cost of these events. The Agreement has been executed on behalf of The LPGA Foundation, 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

4/16/07  
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>17,000</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>
<b>NET FISCAL IMPACT</b>	<b><u>17,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Unit R902 and R904  
 Object 8201 Program N/A

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

Recreation Assistance Program

District 2	3600-583-R902-080-8201	\$7,000
District 4	3600-583-R904-077-8201	<u>\$10,000</u>
	Total	\$17,000

C. Departmental Fiscal Review: *Michael M...*

**III. REVIEW COMMENTS**

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

*John D...* 4-10-07  
 OFMB  
 4/10/07  
 4/9/07  
 4/15/07

*Jim J. Jacoby* 4/11/07  
 Contract Development and Control  
 4/11/07

**B. Legal Sufficiency:**

*Anne Helgert*  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE LADIES PROFESSIONAL GOLF ASSOCIATION, INC. FOR THE 2006 JUNIOR GOLF CLINICS AND THE 2007 JAMESON CLASSIC**

**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 the Ladies Professional Golf Association, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "LPGA".

**WITNESSETH:**

**WHEREAS**, the mission of LPGA is to encourage junior golfers to learn and enjoy the game of golf and to expose them to the LPGA's top players, while also teaching character, education and life lessons through the game of golf; and

**WHEREAS**, LPGA is conducting a series of junior golf clinics in Palm Beach County in November of 2006 to encourage area juniors to learn the game of golf, and to provide opportunities for participants to attend the ADT championship; and

**WHEREAS**, LPGA is also sponsoring the 2007 Jameson Classic golf tournament to raise funds to establish and support LPGA, United States Golf Association Girls Golf programs and the Children's Golf Foundation Programs in the northern and southern parts of the County; and

**WHEREAS**, these activities are anticipated to serve approximately nine hundred (900) participants; and

**WHEREAS**, the junior golf clinics and the Jameson Classic are anticipated to cost approximately \$48,000 for staffing, stationary and printing, banners, teachers, hats postage and mailing materials, photos, food and beverages, tickets, signage, cart rentals, prizes, gifts, and administration; and

**WHEREAS**, LPGA has requested \$17,000 from County to assist with expenses for the junior golf clinics and the Jameson Classic; and

**WHEREAS**, County desires to provide funding for the LPGA junior golf clinics and the Jameson Classic; and

**WHEREAS**, recreational programs and sports training are deemed to serve a public purpose; and

**WHEREAS**, funding for the LPGA junior golf clinics and the Jameson Classic in an amount not to exceed \$17,000 is available from the Recreation Assistance Program (RAP) - District 2 (\$7,000) and District 4 (\$10,000); 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 \$17,000 to LPGA for the LPGA junior golf clinics and Jameson Classic for staffing, stationary and printing, banners, teachers, hats postage and mailing materials, photos, food and beverages, tickets, signage, cart rentals, prizes, gifts, and administration, as 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 LPGA 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 LPGA. Said information shall list each invoice paid by LPGA and shall include the vendor invoice number; invoice date; and the amount paid by LPGA along with the number and date of the respective check or proof of payment for said payment. LPGA shall attach a copy of each vendor invoice paid by LPGA along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, LPGA's Program Administrator and Project Financial Officer shall certify the total funds spent by LPGA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by LPGA and approved by LPGA as indicated.

3. LPGA incurred expenses for the Project beginning on August 1, 2006. Those costs incurred by LPGA for the Project, approved and submitted accordingly by LPGA subsequent to August 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 LPGA 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. LPGA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. LPGA 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. LPGA shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until December 6, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event LPGA is in default of its obligations under this Agreement, the County shall provide LPGA thirty (30) days written notice to cure the default. In the event LPGA 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 LPGA for the Project deemed to be in default and LPGA shall return any County RAP funds already collected by LPGA 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. LPGA shall complete the Project by September 6, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 1, 2006, through September 6, 2007. LPGA provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 6, 2007. Upon written notification to County at least ninety (90) days prior to that date LPGA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny LPGA's request for said extension.

12. In the event LPGA 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 LPGA. The determination that LPGA has ceased or suspended the Project shall be made by County and LPGA agrees to be bound by County's determination.

13. LPGA 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 LPGA. 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 LPGA 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, LPGA 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 LPGA, 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 LPGA is eligible to receive reimbursement from the County.

16. LPGA 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 LPGA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LPGA under this Agreement.

**Commercial General Liability.** LPGA 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. LPGA shall provide this coverage on a primary basis.

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

**Additional Insured.** LPGA 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." LPGA shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** LPGA 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 LPGA 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 LPGA enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, LPGA 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, LPGA shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. LPGA 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 LPGA, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and LPGA 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, LPGA 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 LPGA:

Executive Director  
100 International Golf Drive  
Daytona Beach, Fl 32124-1092

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:**

**THE LPGA FOUNDATION, INC.**

**FEI Number: 59-3085528**

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Veronica Kenneth*

By: Kenneth L. Woster  
Name (Type or Print)

Title: Treasurer

By: Kenneth L. Woster  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

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