

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2008

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 Junior Golf and Academics of America, Inc. for the period October 21, 2008, through December 30, 2008, in an amount not-to-exceed \$4,000 for funding of the Summer Golf Program.

Summary: This funding is to help offset costs for a basic golf instruction summer program offered by Junior Golf and Academics, Inc. for the West Palm Beach Police Athletic League and the Beacon Center of Riviera Beach. Approximately 77 youth participated in the programs. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to July 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: Junior Golf and Academics of America, Inc. is a not-for-profit organization whose purpose is to provide junior golf basic instruction. The youth golf instruction programs were held during the summer of 2008 in West Palm Beach and Riviera Beach and were culminated by a season ending celebration with food and beverages, where program participants received certificates of participation.

Junior Golf and Academics has requested that the County provide \$4,000 for the 2008 junior golf summer programs to offset costs for registration fees, water and drinks, certificates of participation, season ending celebration expenses including food and beverages, and other miscellaneous summer golf program expenses. The \$4,000 from District 7 RAP funding will help offset a portion of the costs for the summer golf programs. The Agreement has been executed on behalf of Junior Golf and Academics of America, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

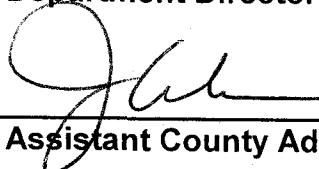
Recommended by:


Department Director

Date

9/30/08

Approved by:


Assistant County Administrator

Date

10/14/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>4,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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>4,000</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 R917
 Object 8201 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/Transportation Improvement Fund-District 7

3600-583-R917-008-8201 \$4,000

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

 Michelle 10.8.08 J. Jacobat 10/18/08
 OFMB ~~10/10/08~~ Contract Development and Control
 CN 10/10/08 10/13/08
 SH 10/14/08

B. Legal Sufficiency:

 [Signature] 10/14/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND JUNIOR GOLF AND ACADEMICS OF AMERICA, INC. FOR THE SUMMER GOLF PROGRAM

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 Junior Golf and Academics of America, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Junior Golf".

WITNESSETH:

WHEREAS, Junior Golf is a not-for-profit organization whose purpose is to provide junior golf basic instruction; and

WHEREAS, Junior Golf's offers a basic golf instruction summer program at the West Palm Beach Golf Course for youth participants from the City of West Palm Beach Police Athletic League and The Beacon Center of Riviera Beach; and

WHEREAS, Junior Golf's summer programs serve approximately seventy seven (77) participants; and

WHEREAS, Junior Golf has requested that County provide \$4,000 to help offset expenses for 2008 Junior Golf Summer Programs to help offset costs for registration fees, water and drinks, certificates of participation, a season ending celebration with food and beverages, and other miscellaneous summer program expenses; and.

WHEREAS, funding for the 2008 Junior Summer Golf Program in an amount not-to-exceed \$4,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, summer youth athletic programs are deemed a public purpose; 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 \$4,000 to Junior Golf for the summer golf program for registration fees, water and drinks, certificates of participation, a season ending celebration with food and beverages, and other miscellaneous summer program expenses 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 Junior Golf 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 Junior Golf. Said information shall list each invoice paid by Junior Golf and shall include the vendor invoice number; invoice date; and the amount paid by Junior Golf along with the number and date of the respective check or proof of payment for said payment. Junior Golf shall attach a copy of each vendor invoice paid by Junior Golf 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, Junior Golf's Program Administrator and Project Financial Officer shall certify the total funds spent by Junior Golf on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Junior Golf and approved by Junior Golf as indicated.

3. Junior Golf incurred expenses for the Project beginning on July 1, 2008. Those costs incurred by Junior Golf for the Project, approved and submitted accordingly by Junior Golf subsequent to July 1, 2008, 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 Junior Golf 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. Junior Golf warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Junior Golf 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, gender identity or expression.

7. Junior Golf shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until December 30, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Junior Golf is in default of its obligations under this Agreement, the County shall provide Junior Golf thirty (30) days written notice to cure the default. In the event Junior Golf 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 Junior Golf for the Project deemed to be in default and Junior Golf shall return any County RAP funds already collected by Junior Golf 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. Junior Golf shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2008, through September 30, 2008. Junior Golf shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Junior Golf may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Junior Golf's request for said extension.

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

13. Junior Golf 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 Junior Golf. 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 Junior Golf 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, Junior Golf 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 Junior Golf, 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 Junior Golf is eligible to receive reimbursement from the County.

16. Junior Golf 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. Junior Golf shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Junior Golf are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Junior Golf under this Agreement.

Commercial General Liability. Junior Golf 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. Junior Golf shall provide this coverage

on a primary basis.

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

Additional Insured. Junior Golf 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." Junior Golf shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Junior Golf 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 Junior Golf 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 Junior Golf enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Junior Golf 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 ten (10) 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, Junior Golf shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Junior Golf 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, Junior Golf 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 Junior Golf:

President
Junior Golf and Academics of America, Inc.
4521 PGA Boulevard #293
Palm Beach Gardens, Fl 33418

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:

Roslyn Kleiman
Hugh Sadler

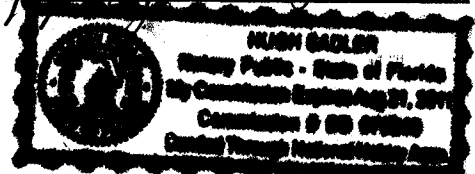
JUNIOR GOLF AND ACADEMICS OF AMERICA, INC.

EIN Number: 65-0905854

By: *CHAS (Chuck) Reynolds*
Name (Type or Print)

Title: *Chairman*

By: _____
Signature



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Dennis L. Eshleman*
Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Junior Golf and Academics of America, Inc.
Address: 4521 PGA Blvd. # 293, Palm Beach Gardens, FL 33418

Federal Employer Identification Number: 650905854

Name of President: Chuck Reynolds
Name of Executive Director: Roselyn Kleeman

Project Liaison Information:
Name: Chuck Reynolds
Telephone #: 561-676-9187
Fax #: 561-625-1977
e-mail: jgaainc@aol.com

PROJECT INFORMATION

1. Name of Project: Junior Golf and Academics – Summer Golf Program
2. Project Description
 - **General (Project Scope):**
To provide junior golf basic instruction for participants from The City of West Palm Beach Police Athletic League and The Beacon Center of Riviera Beach for 6 weeks, 2 hours according to schedule. Snacks and beverages included.
 - **Public Purpose:**
Recreation assistance for The City of West Palm Beach Police Athletic League and The Beacon Center of Riviera Beach.
 - **Location:**
West Palm Beach Golf Course
 - **Anticipated Number of Participants/Users:**
77 Total participants.
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Registration Fees for (77) participants
Water and Gatorade for (77) participants
Certificates of participation
Season ending lunch of burger/hot dogs and fries with drinks.
Other miscellaneous expenses

4. Estimated Lump Sum Total for Project: \$ 4,000.00
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). July 1, 2008 to ~~August~~ September 30, 2008

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 at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:
Certificate of Insurance Yes

Amount of Recreation Assistance Program Funding awarded \$ 4,000
Funding from
Gas Tax to RAP –
District 7
(filled in by County)

POLICY NUMBER: CLS1505632

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location(s) of Covered Operations
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 50 S MILITARY TRAIL SUITE 201 WEST PALM BEACH, FL 33415	FLORIDA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Junior Golf and Academics of America, Inc.

August 25, 2008

Susan Yinger
Palm Beach County Parks and Recreation Administration
2700 6TH Avenue South
Lake Worth, Fl 33461

Dear Ms. Yinger,

We are not required to carry Workmen Compensation because Junior Golf and Academics of America, Inc., is currently a volunteer organization without any paid employees.

If you have any additional questions please call.

Sincerely,

Chas (CHUCK) Reynolds, Chairman
Junior Golf and Academics of America, Inc.

4521 PGA Blvd-293 Palm Beach Gardens, Florida 33418
(561) 676-9187 - Fax: (561) 625-1977
E-mail Address: jgaainc@aol.com