PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	April 21, 2009	[X] Consent	[] Regular [] Public Hearing	
Department: _	Parks and Recreation	[] Ordinance	[] Fublic Healing	
Submitted By:	Parks and Recreation Departmen	<u>t</u>		
Submitted For:	Parks and Recreation Departmen	<u>it</u>		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Agreement with Boca Raton Champions Golf Charities, Inc. for the period March 16, 2009, through June 1, 2009, in the amount of \$50,000 for the 2009 Allianz Championship.

Summary: On February 3, 2009 (agenda item 6E2), the Board authorized budget transfers from the District 4 Transportation Improvement Fund in the amount of \$50,000 to the Recreation Assistance Program (RAP) to help offset costs for the 2009 Allianz Championship. The Board also authorized preparation of a RAP Agreement and directed staff to have it executed by Boca Raton Champions Golf Charities, Inc. and returned to the Board Chairman for execution on behalf of the Board of County Commissioners. The fully executed Agreement is now being presented to the Board for assignment of a Resolution Number and to receive and file. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to November 1, 2008. Funding is from the Recreation Assistance Program District 4 Funds. <u>District 4</u> (AH)

Background and Policy Issues: Boca Raton Champions Golf Charities, Inc. is a not-for-profit organization that brings PGA Champions Tour golf tournaments to Palm Beach County for the purpose of hosting nationally televised athletic events to raise money for charity. The proceeds from the 2009 Allianz Championship golf tournament will benefit the Boca Raton Community Hospital, which is a leading institution in cardiac care. The tournament was held from February 10 through February 13, 2009, at The Old Course at Broken Sound and was attended by approximately 65,000 spectators.

The total cost of the tournament was approximately \$3,615,000 for tents, flooring, printing, advertising, food and beverage, tickets, badges, buses, golf carts, transportation, hotels, merchandise, soda, water, office trailers, generators, electrical equipment, forklifts, and other miscellaneous expenses. This funding from District 4 RAP funding will offset \$50,000 of that amount. The Agreement has been executed by Boca Raton Champions Golf Charities, Inc. and by the Chairman of the Board of County Commissioners, and is now being submitted for receive and file.

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	f Fiscal Impac	t:								
Fiscal Years	2009	2010	2011	2012	- 2013					
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	50,000 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-					
NET FISCAL IMPACT	50,000	-0-	-0-	0~_	0					
# ADDITIONAL FTE POSITIONS (Cumulative)		· 								
Is Item Included in Current Budget? Yes X No Budget Account No.: Fund 3600 Department 583 Unit R914-004 Object 8201 Program N/A										
B. Recommended Source	ces of Funds/S	Summary of F	iscal Impact:							
FUND: Park Improver UNIT: RAP/Transport										
Contributions-Non-Go	Contributions-Non-Govts Agnces 3600-583-R914-004-8201 \$50,000									
C. Departmental Fiscal Review: Ckopelakis										
	III. R	EVIEW COMN	<u>MENTS</u>							
A. OFMB Fiscal and/or	Contract Deve	lopment and	Control Comm	ents:						
OFMB \$84/7/09 Stocked Control Contract Development and Control										
B. Legal Sufficiency:										
Assistant County Attorn	d 4 9 0 9 ney eview:									
Department Director	·									

REVISED 10/95 ADM FORM 01

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOCA RATON CHAMPIONS GOLF CHARITIES, INC. FOR THE 2009 ALLIANZ CHAMPIONSHIP EVENT

THIS AGREEMENT is made and entered into on March 16,200, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Boca Raton Champions Golf Charities, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Golf Charities".

WITNESSETH:

WHEREAS, Golf Charities is a not-for-profit organization that brings PGA Champions Tour Golf tournaments to Palm Beach County for the purpose of hosting nationally televised athletic events to raise money for charity; and

WHEREAS, Golf Charities sponsored the 2009 PGA Champions Tour (Allianz Championship Event) from February 10 through February 13, 2009 at The Old Course at Broken Sound; and

WHEREAS, the Allianz Championship Event is a PGA Champions Tour Golf Tournament with proceeds benefiting local charities; and

WHEREAS, the Allianz Championship Event was viewed by approximately 65,000 spectators; and

WHEREAS, the total cost of the Allianz Championship Event was approximately \$3,615,000 for operational expenses, labor, advertising, and other miscellaneous expenses associated with the Event; and

WHEREAS, Golf Charities has requested \$50,000 from County to help offset costs for the Event; and

WHEREAS, County desires to provide funding to assist Golf Charities with costs for the Event; and

WHEREAS, funding to assist Golf Charities with the Event in an amount not-to-exceed \$50,000 is available from the Recreation Assistance Program (RAP) - District 4; and

WHEREAS, cultural and recreational programs and charitable events serve 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 \$50,000 to Golf Charities for the Event for operational expenses to include operational expenses, labor, advertising, and other miscellaneous expenses associated with the Event, 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 Golf Charities 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 Golf Charities. Said information shall list each invoice paid by Golf Charities and shall include the vendor invoice number; invoice date; and the amount paid by Golf Charities along with the number and date of the respective check and/or proof of payment for said payment. Golf Charities shall attach a copy of each vendor invoice paid by Golf Charities along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Golf Charities' Program Administrator and Project Financial Officer shall certify the total funds spent by Golf Charities on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Golf Charities and approved by Golf Charities as indicated.
- 3. Golf Charities incurred expenses for the Project beginning on November 1, 2008. Those costs incurred by Golf Charities for the Project approved and submitted accordingly by Golf Charities subsequent to November 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 Golf Charities 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. Golf Charities warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Golf Charities 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, sexual orientation, gender identity, or expression.
- 7. Golf Charities 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 1, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Golf Charities is in default of its obligations under this Agreement, the County shall provide Golf Charities thirty (30) days written notice to cure the default.

In the event Golf Charities 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 Golf Charities for the Project deemed to be in default and Golf Charities shall return any County RAP funds already collected by Golf Charities 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. Golf Charities shall complete the Project by March 1, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 1, 2008, through March 1, 2009. Golf Charities shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 1, 2009. Upon written notification to County at least ninety (90) days prior to that date Golf Charities may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Golf Charities' request for said extension.
- 12. In the event Golf Charities 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 Golf Charities. The determination that Golf Charities has ceased or suspended the Project shall be made by County and Golf Charities agrees to be bound by County's determination.
- 13. Golf Charities 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 Golf Charities. 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 Golf Charities 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, Golf Charities 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 Golf Charities, 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 apply for the period prior to the Agreement for which Golf Charities is eligible to receive reimbursement from the County.

16. Golf Charities 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. Golf Charities 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 of acceptance of insurance maintained by Golf Charities are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Golf Charities under the Agreement.

<u>Commercial General Liability</u>. Golf Charities 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. Golf Charities shall provide this coverage on a primary basis.

Automobile. Golf Charities shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Golf Charities or by anyone employed by or contracting with Golf Charities. Should Golf Charities use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Golf Charities and Palm Beach County as Additional Insured.

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

<u>Additional Insured.</u> Golf Charities 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". Golf Charities shall provide the Additional Insured endorsements coverage on a primary basis.

<u>Waiver of Subrogation</u>. Golf Charities 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 Golf Charities 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 Golf Charities enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Golf Charities 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, Golf Charities shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. Golf Charities 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 Golf Charities, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and Golf Charities 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, Golf Charities 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, either 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 Golf Charities: Executive Director Boca Raton Champions Golf Charities, Inc. 6450 East Rogers Circle Boca Raton, FL 33478

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 HEREOF, the undersigned parties have signed this Agreement on the date first above written.

AIIESI:	PALM BEACH COUNTY, FLORIDA, BY ITS
SHARON R. BOCK, Clerk &	BOARD OF COUNTY COMMISSIONERS
Comptroller	OPEK_
By:	By OW 1257
Deputy Clerk	Commissioner John F. Koons, Chairman
	(CHAMPIONS
WITNESSES: , /	BOCA RATON, GOLF CHARITIES, INC.
Ansan W. There.	FEI Number: <u>20-5233544</u>
Zhisan ar inepo.	By: Ruan Dillan
	Name (Type or Print)
1) assured to sell	Title: Tournament Director
- Jackson Marine	
	By: Jan Ville
	Signature
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND CONDITIONS
LEGAL SUFFICIENCY	
	By: / Min / Mellen
By: anne Odyant	Dennis Eshleman, Director
County Attorney	Parks and Regression Department

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

Name of Agency: Boca Raton Champions Golf Charities, Inc.

Mailing Address: 6450 East Rogers Circle, Boca Raton, FL 33478

Federal Employer Identification Number: 20-5233544

Name of President:

Name of Executive Director: Ryan Dillon

Project Liaison Information:

Name: Kady Steele

Telephone #: 561-241-4653

Fax #: 561-241-4658

e-mail: ksteele@allianzchampionship.com

Purpose/Mission of Agency: As a charity and community asset, the BRCGC is focused on building equity in the Allianz Championship through long-term relationships and a dedicated commitment to the three priorities:

- Deliver a return to the BRCH so they can continue to develop the technology and services to enhance the quality of life for area residents.
- Provide return on investment to corporate partners, ticket holders, and the community that is driven by customer service.
- In the tradition of Boca Raton, continue to provide another world class event that is held annually.

PROJECT INFORMATION

- 1. Name of Project: 2009 PGA Champions Tour (Allianz Championship Event)
- 2. Project Description
 - General (Project Scope): The Allianz Championship, a PGA Champions Tour golf tournament, brings legendary golfers such as Nick Price, Gary Player, Lee Trevino, and Jay Haas to South Florida to raise money for local charities.
 - Public Purpose: The tournament is a community based event to raise money for charity.
 - Location and Date: The Old Course at Broken Sound in Boca Raton, Florida.
 - Anticipated Number of Participants/Users: 65,000
- 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.

	Operational expenses, equipment, labor, advertisement, etc.						
4.	Estimated Lump Sum Total for Project: \$3,615,000						
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). 11/1/2008 to3/1/2009						
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 Attachment: Certificate of InsuranceX						
Amoun	t of Recreation Assistance Program Funding awarded \$50,000						

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

(filled in by County)



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

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Submission #:	N-1	.•	Reimbursement Period:		
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tem		Key	Project Costs This Submission	Cumulative Project Costs	
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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pu E = Equipment T = Travel I = Indirect Costs	rchases			
expenses were	nereby certify that the above incurred for the work identified shed in the attached progress		been maintained as req	ertify that the documentatio uired to support the project re and is available for audit	
Administrator	Date		Financial Officer	Date	
			PBC USE ONLY		
Сог	unty Funding Participation		\$		
Tot	al Project Costs To Date:		\$		
Со	unty Obligation To Date	•	\$	·	
Со	unty Retainage (%)		\$		
Cor	unty Funds Previously Disburse	∍d	\$		
	unty Funds Due this Billing		\$	· ·	
Re	eviewed and Approved By:	PBC	Project Administrator	Date	
				D-1-	
		pepa	rtment Director	Date	

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

	S = Sal M = Ma	C = Contractual S S = Salary & Wa	Key Legend = Contractual Services = Salary & Wages = Materials, Supplies, Direct Purchases			PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE					EXHIBIT B		
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		<u></u>					Dat	е					
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÷	Certification: I hereby cer accomplishing this project		ases not	ed above were (used in	Certifi docur reque	nentation have	by certify that bid been maintaine	tabulations, executed d as required to supp	d contract, ca	ncelled checks, and other preported above and are ava	urchasing ilable for audit upon	
	Administrator			Date							Date		

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE OP ID SH 6PROL01 ACORD. 08/22/08 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR The Hutson Group, Inc. 710 E. Park Blvd. #200 Plano TX 75074 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Phone: 972-398-9001 Fax: 972-398-2916 **INSURERS AFFORDING COVERAGE** NAIC# INSURED Nautilus Insurance Co INSURER A: Pro Links Sports LLC See Notepage for name insured 11074 Radisson Rd Blaine MN 55449 INSURER B: James River Insurance Company INSURER C. INSURER D: INSURER E: COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NSR ADD'U LTR INSRD LIMITS POLICY NUMBER TYPE OF INSURANCE \$1,000,000 GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurence) \$100,000 Α X COMMERCIAL GENERAL LIABILITY CNA100226313 05/31/08 05/31/09 CLAIMS MADE X OCCUR MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 X BLANKET-WOR/AI GENERAL AGGREGATE \$2,000,000 \$2,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 ANY AUTO 05/31/09 Α CNA100226313 05/31/08 ALL OWNED AUTOS BODILY INJURY (Per person) \$ SCHEDULED AUTOS X HIRED AUTOS BODILY INJURY (Per accident) \$ X NON-OWNED AUTOS X Hired Auto PROPERTY DAMAGE (Per accident) \$ Physical Damage AUTO ONLY - EA ACCIDENT **GARAGE LIABILITY** \$ EA ACC OTHER THAN AUTO ONLY: AGG \$ EXCESS/UMBRELLA LIABILITY EACH OCCURRENCE \$5,000,000 X OCCUR CLAIMS MADE CUA100226713 05/31/09 \$5,000,000 05/31/08 AGGREGATE \$ \$ X RETENTION \$10,000 \$ WORKERS COMPENSATION AND **EMPLOYERS' LIABILITY** E.L. EACH ACCIDENT \$ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$ 05/31/09 5,000,000 Excess Liability 000093403 05/31/08 Excess Equipment Floater CNA100226313 05/31/08 05/31/09 Equip Rcv 100,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate issued with permission of Nautilus Ins Co & James River Ins Co.

PALMBE1

Palm Beach County & Palm Beach County Sports Commission are named as additional insured as required by written contract.

CERTIFICATE HOLDER

Palm Beach County & Palm Beach County Sports Commissision 1555 Palm Beach Blvd

Suite #1410 West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES AUTHORIZED REPRESENTATIVE On

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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Pro Links Sports LLC; Pro Links Sports of Boca Raton LLC
Event - Allianz Championship
Charity - Boca Raton Champions Golf Charities, Inc.



6450 East Rogers Circle, Boca Raton, FL 33487 (561) 241-4653(GOLF) Office • (561) 241-4658 Fax www.allianzchampionship.com

March 25, 2009

To Whom It May Concern:

The Boca Raton Champions Golf Charities is a 501(C)3 non-profit organization and does not require workers compensation insurance. All sub contractors are individually licensed in the state of Florida. If you have any questions or concerns, please contact me at 561-241-4653 or by e-mail at rdillon@allianzchampionship.com.

Best regards,

Ryan Dillon

Tournament Director

