

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 5, 2013

Consent

Regular

Ordinance

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: **A) waive** the competitive procurement process for Tee Time Advertising and Sales Agreements; and **B) adopt** a Resolution authorizing the County Administrator or his designee to execute standard form agreements for tee time advertising and sales services at County golf facilities.

Summary: The Parks and Recreation Department (Department) has excess tee times, primarily at off peak times, which go unsold at its golf facilities every day. Due to the marketing and promoting efforts of tee time advertising and sales organizations, many golfers utilize online services, leisure coordinators, and hotel concierges, to reserve their tee times in the County. The Department currently works with two providers, CanAm and GolfNow, which have sent approximately 19,000 rounds of golf and \$670,000 in user fees in the past year to County golf courses. The Department wishes to expand its access to golfers by contracting with these and other qualified organizations to market and promote the County's excess tee times. In return these organizations receive a commission, trade rounds, or discounted rounds for their services. Attracting these customers will increase golf revenues without impacting existing user accessibility. Chapter 2, Article III, Section 2-54(h) of the Palm Beach County Code, allows the Board to waive the requirements for competitive selection and approve professional services upon recommendation of the County Administrator. Since the Department will contract with multiple qualified companies, the County Administrator is requesting the Board waive the competitive procurement process for these services. Staff is recommending the Board approve a resolution which delegates authority to the County Administrator or his designee to execute the standard form agreement for tee time advertising and sales services up to \$100,000 for advertising and selling excess County tee times. This waiver of the competitive procurement process is supported by the Purchasing Department. Countywide (AH)

Background and Policy Issues: The Department maximizes the use of County golf courses by actively marketing their tee times primarily to residents of the County, and secondarily to visitors to the County. Information from our residents and visitors indicates that they increasingly rely on tee time advertising and sales organizations to gather information about golf courses, research golf fees, and make reservations for tee times.

Continued on page 3

Attachments:

1. Resolution
2. Standard Tee Time Advertising and Sales Services PPM

Recommended by: 
Department Director

10-24-13
Date

Approved by: 
Assistant County Administrator

10/24/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

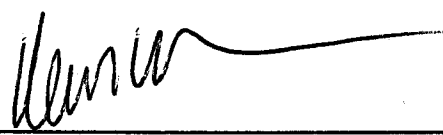
Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>75,000</u>	<u>85,000</u>	<u>95,000</u>	<u>100,000</u>	<u>100,000</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>(750,000)</u>	<u>(850,000)</u>	<u>(950,000)</u>	<u>(1,000,000)</u>	<u>(1,000,000)</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(675,000)</u>	<u>(765,000)</u>	<u>(855,000)</u>	<u>(900,000)</u>	<u>(900,000)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included in Current Budget? Yes X No

Budget Account No.: Fund 1384 Depart 580 Unit various
 Revenue 4723 / Object 3401 Program N/A

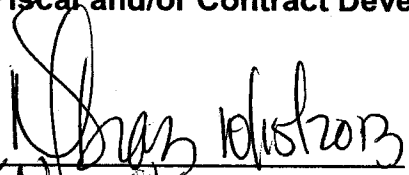
B. Recommended Sources of Funds/Summary of Fiscal Impact:

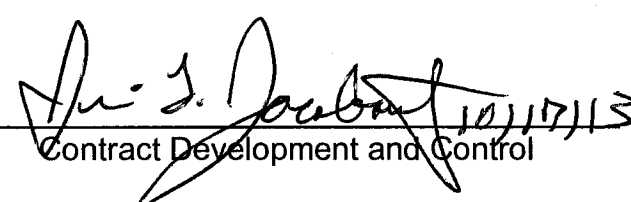
The revenue and expenditure amounts are estimates only. The estimated expenditures are based on an average percentage of estimated revenue, which may vary based on specific contract terms.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 10/15/13
 OFMB ^{10/15} _{10/15}

 10/17/13
 Contract Development and Control

B. Legal Sufficiency:

Anne Helgent 10-18-13
 Assistant County Attorney

C. Other Department Review:


 Department Director

This summary is not to be used as a basis for payment

Continued from page 1

Many of these customers, including County residents, exclusively use the services of these organizations to reserve tee times at area golf courses. These organizations work with multiple golf facilities to advertise, promote, and sell tee times to golfers locally, nationally, and internationally in ways and in markets that the Department cannot reach due to limited resources. The Department currently works with two vendors, GolfNow and CanAm, which were contracted through the Purchasing Department. These organizations have sent the County's golf facilities approximately 19,000 rounds of golf and \$670,000 in user fees for Fiscal Year 2013. Many of these golfers had never played at a County golf course in the past and as a result are now regular customers. It is in the County's best interest to continue contracting with these organizations and to expand the use of tee time advertising and sales services to augment County golf facility tee time sales and increase the user fees generated.

Since normal competitive processes were primarily developed to award contracts to one successful organization, and not several organizations simultaneously for the same services, the Purchasing Department has recommended that another process for contracting with these organizations be used. Additionally, since the Department wishes to contract with any organization that meets established minimum qualifications, the County Administrator recommends that the Board waive the competitive process when procuring these services, as provided for in Chapter 2, Article III, Section 2-54(h) of the Palm Beach County Code. If approved, the Purchasing Department intends on recommending that the Purchasing Ordinance be amended to exempt these types of contracts in the future. Due to the expected number of agreements and the time frame necessary to bring matters before the Board, staff is recommending that the Board approve a Resolution which delegates authority to the County Administrator or his designee to execute Tee Time Advertising and Sales Agreements. The resolution establishes procedures for the Director or Assistant Director of the Department to approve all Tee Time Advertising and Sales Agreements valued at an amount not to exceed \$50,000; the County Administrator to approve Tee Time Advertising and Sales Agreements valued at more than \$50,000, but not more than \$100,000; and Board approval when Tee Time Advertising and Sales Agreements are valued at more than \$100,000.

RESOLUTION NO. R-2013- _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE STANDARD FORM AGREEMENTS FOR THE PROVISION OF TEE TIME ADVERTISING AND SALES SERVICES ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (BCC) through its Parks and Recreation Department (Department) provides public golf courses for its residents and visitors to Palm Beach County; and

WHEREAS, the Department maximizes the use of County golf facilities and their revenue generating potential to provide quality facilities and offset the operating costs of these facilities; and

WHEREAS, the Department wishes to generate additional advertising exposure and sales by utilizing the services of tee time advertising and sales organizations to promote and sell tee times for County golf facilities; and

WHEREAS, the Department desires to contract with any interested and responsible organization that meets the established minimum qualifications for service; and

WHEREAS, the Department utilizes certain standard form documents in the conduct of its business; and

WHEREAS, the delegation to the County Administrator or his designee the authority to execute the standard form agreement would eliminate the delays caused by requiring such items to be brought before the BCC for approval and would therefore be consistent with the goal of the BCC to streamline the agenda process; and

WHEREAS, the BCC desires to authorize the County Administrator or his designee to execute a standard form agreement on behalf of the BCC for the provision of tee time advertising and sales services at County golf facilities; and

WHEREAS, the execution of the standard form agreement does not constitute policy-making decisions and is a ministerial function which the BCC wishes to delegate.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The BCC hereby: (i) adopts a standard form agreement in the form attached hereto and incorporated herein as Attachment "A" (Standard Tee Time Advertising and Sales Agreement), and (ii) authorizes the County Administrator or his designee to execute the Standard Tee Time Advertising and Sales Agreement on behalf of the BCC.
3. It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material deviation from the approved standard terms and conditions of the Standard Tee Time Advertising and Sales Agreement, then the approval of the BCC shall be required. The County Administrator's designee for the purpose of this Resolution shall include the Director and the Assistant Director of the Parks and Recreation Department.
4. Tee Time Advertising and Sales Agreements in an amount not-to-exceed \$50,000 may be approved by the Director or Assistant Director of the Parks and Recreation Department. Tee Time Advertising and Sales Agreements valued at more than \$50,000, but not more than \$100,000, will be executed by the County Administrator. Tee Time Advertising and Sales Agreements valued at more than \$100,000 must be approved by the BCC.
5. If any section, paragraph, sentence, clause, phrase or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Resolution.
6. This Resolution shall become effective immediately upon adoption by the BCC.

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

Commissioner Steven L. Abrams, Mayor -
Commissioner Priscilla A. Taylor, Vice Mayor -
Commissioner Hal R. Valache -
Commissioner Paulette Burdick -
Commissioner Shelley Vana -
Commissioner Mary Lou Berger -
Commissioner Jess R. Santamaria -

The Mayor thereupon declared the Resolution duly passed and adopted this _____
day of _____, 2013.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

TEE TIME ADVERTISING AND SALES AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

THIS TEE TIME ADVERTISING AND SALES AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY," and _____, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," provides public golf courses for its residents and visitors to Palm Beach County; and

WHEREAS, the Department maximizes the use of County golf facilities and their revenue generating potential to provide quality facilities and offset the operating costs of these facilities; and

WHEREAS, the Department wishes to generate additional advertising exposure and sales by utilizing the services of tee time advertising and sales organizations to promote and sell tee times for County golf facilities; and

WHEREAS, it is the intent of the Department to contract with any interested and responsible organization that meets the established minimum qualifications for the provision of tee time advertising and sales services hereinafter referred to as "Services"; and

WHEREAS, said Services will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agrees as follows:

1. **Term:** This Agreement is effective _____, and will terminate _____, and is not subject to extension or renewal.
2. **Payments To Contractor:**
 - a. The total amount payable by COUNTY under this Agreement for the Services to be performed hereunder is an amount not to exceed _____ dollars (\$ _____).
 - b. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, for tee time advertising and sales services in accordance with EXHIBIT A, Scope of Work/Services and EXHIBIT C, Price Pages.
 - c. The COUNTY, through the Department, will process payment to CONTRACTOR on a monthly basis following receipt of CONTRACTOR's invoice.
 - d. Though CONTRACTOR's invoice will be considered the basis for payment, the actual amount paid will be

determined by the COUNTY. In the event of a discrepancy between the amount invoiced and the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

e. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the CONTRACTOR.

3. **Independent Contractor Relationship:** The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

4. **Taxes:** It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

5. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice shall be delivered to the Department's authorized representative.

6. **Subcontracting:** CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

7. **Performance:**

a. CONTRACTOR shall:

1. Perform the services set forth herein in accordance with Exhibit "A, Scope of Services, and all

Department policies and procedures governing the advertising and sale of COUNTY tee times, in a competent, professional, safe, and responsible manner with full regard for the customer service standards and reputation of the COUNTY;

2. Provide and maintain any necessary software and software interfaces to perform the services set forth herein;
3. Ensure the security of COUNTY's golf operations, customer, financial, and shared data, and prevent the unauthorized electronic intrusion or access to COUNTY point of sale and reservations systems as a result of CONTRACTOR's operations; and
4. Adhere to applicable federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.

b. COUNTY shall:

1. Provide the CONTRACTOR with access to its tee times in accordance with established policies and procedures; and
2. Collect green and cart fees and distribute applicable commissions to the CONTRACTOR, as more particularly described in Exhibit "C", Price Pages.

8. **Exhibits:** CONTRACTOR's Scope of Service is included as Exhibit "A" to this Agreement. Any and all other applicable Exhibits hereto are attached and incorporated herein.

If additional provisions or requirements such as the provision of promotional materials, software, and/or marketing and promotional services, are provided, such provisions and/or requirements may be attached hereto as an Exhibit.

9. **Department Representative:** The Department's authorized representative for this Agreement is:

Name: _____ Phone Number: _____

10. **Insurance Requirements:** It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

11. **Indemnification:** CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR.

12. **Notices:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department

Attn: _____

2700 6th Avenue South

Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

13. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
14. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
15. **Availability of Funds:** COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** If CONTRACTOR's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or

circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Access and Audits:** If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating or performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. **Entirety of Contractual Agreement:** COUNTY and CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
22. **Nondiscrimination:** CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.
23. **Regulation; Licensing Requirements:** CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.
24. **Personnel:** The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in the fields and all of CONTRACTOR's personnel while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

25. **Successors and Assigns:** The COUNTY and CONTRACTOR each binds itself and its partners, successor, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.
26. **Conflict of Interest:** The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business, association interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

27. **Disclosure and Ownership of Documents:** The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base reports and other data developed, or purchased under this Agreement for or at the COUNTY's expense shall be and remain the COUNTY's property and may only be reproduced and reused at the discretion of COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

EXHIBIT "A"

Scope of Service

- Details of the specific tee time advertising sales and services that will be provided by the organization, to include how, when and where tee times will be advertised and sold.
- Procedures for the contracting organization, or their customers, to make and cancel tee times at County golf facilities.
- Procedures for accessing the County's tee sheet and details on the security and ownership of customer data.
- Procedures to minimize the impact of no shows, details regarding when the organization is responsible to reimburse the County for no shows, and requirements for the organization to police customers that are habitual no shows.
- Procedures for reconciling the number of customers referred by the organization to the number of customers that played at the County golf facilities, how discrepancies are resolved, and how commissions will be calculated and distributed.

CONTRACTOR:

SIGNATURE

NAME (TYPE OR PRINT)

TITLE (TYPE OR PRINT)

EXHIBIT "B"

Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

Palm Beach County Parks & Recreation Department Representative to Initial as applicable:

- No Insurance Required:** Based on scope of services, CONTRACTOR shall not be required to provide insurance.

- Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

- Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

- Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

EXHIBIT "B"

Insurance Requirements

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."

Waiver of Subrogation: CONTRACTOR 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 CONTRACTOR shall 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 which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Certificates of Insurance: Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners
C/O Parks and Recreation Department
Attn: _____
2700 Sixth Avenue South
Lake Worth, Florida 33461

Umbrella or Excess Liability: If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: 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, coverage, 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.

EXHIBIT "C" PRICE PAGES

The following pricing is submitted as the all inclusive pricing to provide the Parks and Recreation Department with golf course tee time sales services in accordance with the Scope of Work/Services set forth in this Agreement.

The CONTRACTOR shall fill-in amount and provide a description, if applicable, for one or more of the following compensation methods OR an alternative compensation method it is offering to the COUNTY for providing golf course tee time sales service for the term of this Agreement.

A.	COMMISSION: (A commission for each round of golf sold to the CONTRACTOR's customers where the customer pays the golf course for its round of golf.)
	_____ % of monthly sales revenue from CONTRACTOR's tee time bookings.

B.	DISCOUNT: (The sale of discounted rounds of golf to the CONTRACTOR for resale to its customers at a marked up rate.) Fill-in discount percentage.
	_____ % of standard rates for a round of golf.

C.	TRADE: (The provision of trade rounds of golf to the CONTRACTOR to be sold to its customers in return for their sales services.) Fill-in the numbers.
	_____ rounds of golf to be traded per day, OR
	_____ trade rounds for _____ of booked rounds.

D.	OTHER:
	Describe:

EXHIBIT "C"
PRICE PAGES

The CONTRACTOR certifies by signature below the following:

- a. This pricing is current, accurate, complete, and is presented as the Total Pricing, including 'out-of-pocket' expenses (if any), for the performance of this Agreement in accordance with the Requirements/Scope of Work/Services of this Agreement.
- b. The Price Page is current, accurate, complete, and is presented to the COUNTY for the performance of this Agreement in accordance with all the requirements as stated in this Agreement.
- c. The Price Page is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting an Agreement for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____

SIGNATURE: _____



POLICIES & PROCEDURES PARKS AND RECREATION DEPARTMENT

TO: All Golf Operations Personnel	SECTION: Finance
APPROVED: Eric Call, Director	SUBJECT: Tee Time Advertising and Sales Services.

PURPOSE: To provide guidelines for golf course management to secure the services of qualified tee time advertising and sales organizations, to ensure proper fiscal and operational controls are in place, and to manage the performance of the contracted parties.

AUTHORITY: Board of County Commissioners Delegated Authority

POLICY: The Golf Operations Section of the Parks and Recreation Department shall maximize the use of County golf courses by actively marketing their tee times primarily to residents of Palm Beach County, and secondarily to visitors to Palm Beach County. The Parks and Recreation Department will contract with qualified tee time advertising and sales organizations (Organizations) to augment normal tee time sales at County golf courses. The Golf Operations section is responsible for ensuring that such organizations meet the minimum qualifications for services; that strong fiscal and operational controls are in place to facilitate proper payment of commissions; and that the performance of the contracted parties is effectively managed.

DEFINITIONS:

Qualified Tee Time Advertising and Sales Organization: An individual or organization with a minimum of three (3) years experience as an agent that specializes in booking or referring individuals and groups to golf or leisure industry locations and programs, and that operates one or more of the following; a call center or reservation desk that receives a minimum of 5,000 calls per year, a concierge desk with 5,000 annual visitors, a brick and mortar retail location, an online booking engine, an online customer referral database with 10,000 active customers, or a property management office with 100 or more units.

Tee Time: A predetermined time on a golf courses tee sheet that can be reserved by up to four golfers to play golf at a Palm Beach County golf facility.

DATE ISSUED: 11/05/13	EFFECTIVE DATE: 11/05/13	SUPERSEDES/RESCINDS:	PPM NUMBER: GO-F-006
---------------------------------	------------------------------------	-----------------------------	--------------------------------

Referred Tee Time: A tee time that is purchased, paid for, and used by a customer of a qualified tee time advertising and sales organization.

Trade Tee Time: A tee time that is given to a qualified tee time advertising and sales organization as compensation for their services.

Converted Trade Tee Time: A tee time that is given to a qualified tee time advertising and sales organization as compensation for their services, and which is used by a customer of the qualified tee time advertising and sales organization.

Peak Tee Times: Times when normal bookings are typically greater than 50% of available tee times per hour based on historic tee time reservations for the period. Peak times are generally between 8:00 a.m. and 11:30 a.m. Monday through Friday and on Saturdays, Sundays, and holidays.

PROCEDURE:

Contracting

Golf Operations Section staff will identify potential organizations working in the Palm Beach County golf market. Staff will determine if the organization is qualified to provide tee time advertising and sales services for Palm Beach County.

If the organization is a qualified tee time advertising and sales organization and is interested in referring golfers to Palm Beach County golf facilities, Golf Operations Staff will complete the attached standard Independent Contractor Agreement with the organization's information and have it signed by an authorized signor of the Organization. The contract will then be forwarded to the Special Facilities Division Director for review and to the Parks and Recreation Department Director for review.

If the contract is valued at \$50,000 or less, it will be executed by the Department Director or Assistant Director. If the value of the contract is more than \$50,000 and up to \$100,000 it will be forwarded to the County Administrator for review and execution. Once the contract is executed, it will be brought to the Board of County Commissioners as a receive and file agenda item. If the value of the contract exceeds \$100,000, the contract will be brought before the Board of County Commissioners for approval.

Scope of Service

The scope of service, Exhibit "A" of the standard Independent Contractor Agreement will have at a minimum the following provisions:

- Details of the specific tee time advertising sales and services that will be provided by the Organization, to include how, when and where tee times will be advertised and sold.

DATE ISSUED: 11/05/13	EFFECTIVE DATE: 11/05/13	SUPERSEDES/RESCINDS:	PPM NUMBER: GO-F-006
--------------------------	-----------------------------	----------------------	-------------------------

- Procedures for the contracting Organization, or their customers, to make and cancel tee times at County golf facilities.
- Procedures for accessing the County's tee sheet and details on the security and ownership of customer data.
- Procedures to minimize the impact of no shows, details regarding when the Organization is responsible to reimburse the County for no shows, and requirements for the Organization to police customers that are habitual no shows.
- Procedures for reconciling the number of customers referred by the Organization to the number of customers that played at the County golf facilities, how discrepancies are resolved, and how commissions will be calculated and distributed.

Payments

Golf Course Managers shall reconcile the Organization's invoice against detailed sales records from the golf course Point of Sales system. Adjustments for no shows or other discrepancies shall be identified and communicated to the Organization for review.

The Golf Course Manager shall forward approved Organization's invoices, with supporting Point of Sale printouts, to the Finance Department for payment to the Organization.

For Organizations that are compensated with trade tee times, the Department will, on an annual basis, evaluate the advertising and sales services provided by the Organization to determine if there is a positive cost/benefit to the County. If there is not a positive cost/benefit to the County, the County may terminate the Organization's contract.



Eric Call, Director
Parks and Recreation Department

Supersession History:

DATE ISSUED: 11/05/13	EFFECTIVE DATE: 11/05/13	SUPERSEDES/RESCINDS:	PPM NUMBER: GO-F-006
--------------------------	-----------------------------	----------------------	-------------------------