

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 2009

☒ 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 receive and file: executed Independent Contractor Agreement received during the month of April.

Ken Nemet, Master's Swim Team Coach, Lake Lytal Aquatic Center. (NEME00010409530200L).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and is now being submitted to the Board to receive and file. District 2 (AH)

Background and Justification: A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

The Agreement attached has been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and is now being submitted to the Board to receive and file.

Attachment: Independent Contractor Agreement

Recommended by: _____

Rennie Lehman
Department Director

4/30/09
Date

Approved by: _____

[Signature]
Assistant County Administrator

5/13/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>3,500</u>	<u>3,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(4,375)</u>	<u>(4,375)</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>(875)</u>	<u>(875)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>0</u>	<u>0</u>			

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 0001 Department 580 Unit 5302
Object 3422/Revenue Source 4724 Program N/A

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

	FY2009		FY2010	
Contractor	Revenue	Expense	Revenue	Expense
Ken Nemet	\$4,375	\$3,500	\$4,375	\$3,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

John D. 5-9-09
OFMB ~~88~~ 516109 ~~AL~~ ~~6/2/09~~ CN 5/4/9

[Signature] 511109
Contract Development and Control

B. Legal Sufficiency:

Anne Helgand 5/13/09
Assistant County Attorney

C. Other Department Review:

Department Director

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



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001434

DATE : 04/07/2009

CONTRACT INFORMATION
Active

NEME00010409530200L

Certificate of Insurance

NAME : NEMET, KEN
VENDOR CODE: NEME0001
INSTRUCTOR: MASTERS SWIM TEAM COACH
ACCOUNT NUMBER : 0001-580-5302-00-3422
LOCATION: LAKE LYTAL FAMILY AQUATIC CENTER
PROGRAM: MASTERS SWIM

CONTRACT DATE : 04/01/2009
START DATE : 04/01/2009
END DATE : 03/31/2010

CONTRACT AMOUNT :	7,000.00	REVENUE AMOUNT:	7,000.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	7,000.00	AMOUNT LEFT :	7,000.00

ASSIGNED CATEGORIES:

MASTER'S SWIM TEAM COACH 0.80 PCT

AQUATICS					
ACCOUNT: 0001-580- 5302 3422		VENDOR CODE:		CONTRACT:	
MC: <u>JP</u>	PS: <u>SLD</u>	FSS: <u>ck</u>	CC:	CA: <u>G PA</u>	DD: <u>DHL</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 01 day of April, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Ken Nemet, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) United States Masters Swimming Program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

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

1. **Term:** The class, activity or service will begin on April 1, 2009 and will meet thereafter with the termination date of this agreement being March 31, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$40.00 per Revenue Account No. 0001-580-5302-472402 -05 ck.
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Seven Thousand Dollars (\$7,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ N/A or 80 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Master's Swim Team Coach
 - b. Name of class or activity: United States Masters Swimming Program
 - c. Day(s)/Date(s) Scheduled: Monday- Thursday & Saturday/ Fridays as applicable
 - d. Time Scheduled: 6:00 P.M.-7:30P.M. (M-F) 8:00 A.M- 9:30 A.M.(Sat)
 - e. Location: Lake Lytal Family Aquatic Center, 3645 Gun Club Road, West Palm Beach, FL 33406
 - f. A minimum of 5 and a maximum of 60 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
3/20/09

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Jason Walsh

PH: 561-684-2685

12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Ken Nemet

CONTRACTOR'S Address: 3265 El Camino Real, West Palm Beach, FL 33409

CONTRACTOR'S Phone No. (561) 697-4580

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The 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. The 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, the 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:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), 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 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 records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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. **Entirety of Contractual Agreement:** The COUNTY and the 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.

IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Jay Walsh
SIGNATURE

Jay Walsh
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

COACH KEN NEMET
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Deland
COUNTY ATTORNEY

SCOPE OF SERVICES

The basic requirements for the Head US Masters Swimming Coach (CONTRACTOR) are as follows:

CONTRACTOR shall provide these services during the term of this contract in compliance with all terms of the agreement. The indemnification statement shall not apply to claims by the Contractor against the County for the County's failure to perform under this agreement. If any conflict arises, this Scope of Services will supercede.

CONTRACTOR will be responsible for organizing and supervising a USMS program in accordance with USMS standards and the approved USMS rule book. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for ages 18 and over.

Immediately upon arrival at the facility, if pool staff is not present, inspect the site prior to beginning any activity. CONTRACTOR will be required to make decisions regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe. If chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH swimmers should not enter the pool. Location of the test kit, training in its use, and access to it will be made available to the CONTRACTOR. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR shall be provided with and follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS. Should a serious incident or injury occur at the facility, CONTRACTOR must notify Facility Manager or nearest lifeguard.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Aquatics Director as outlined in Attachment A. CONTRACTOR will work with and maintain open dialogue with the facility manager regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by general interaction and scheduled meetings as needed.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR will be certified in American Red Cross Safety Training for Swim Coaches; First Aid; CPR (equivalent or higher training) and a first aid kit will be made available at all times. Perform the services set forth herein in a competent,

professional, safe and responsible manner with full regard for the safety of the participants as well as for the facility.

CONTRACTOR will provide responses to public questions and requests for program information and membership details. CONTRACTOR shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide the facility manager with 10 days notice of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall notify the facility manager of any unanticipated absences. The County will provide the CONTRACTOR with 10 days notice of anticipated events that would affect the Masters scheduled practices or approved activities.

CONTRACTOR will provide copies of any literature pertaining to the USMS swim team to the facility manager and obtain approval from the facility manager for all activities at the facility other than permitted practice times.

Adhere to applicable COUNTY policies and procedures (www.pbcgov.com Select Government, Select Policies and Procedures Manual to view all general COUNTY policies and procedures).

CONTRACTOR will provide the facility manager a monthly list with registered US Masters containing the following information: first name; last name. All changes to this information must be made monthly and provided to the facility manager on the first business day of each month.

CONTRACTOR will provide facility manager with daily attendance figures for each month on the last day of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down and clean up for all swim meets hosted by the Masters team.

Use of Premises

The facility, when permitted by the COUNTY for the CONTRACTOR for the US Masters competitive swimming program, shall not be permitted by the Contractor, for use to any other organization or group during their permitted time.

CONTRACTOR will submit written requests for lane space to the facility manager on an annual basis. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all equipment by CONTRACTOR and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean.

CONTRACTOR will inform the facility manager (or Recreation Specialist) immediately via e-mail, telephone or in person of any equipment malfunction or failure, as listed in attachment A.

The Parks and Recreation Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the COUNTY authorizes its reopening.

Personnel

No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.

Program Fees & Charges

The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all program fees (\$40.00 per month per participant or the \$20.00 half month fee for new swimmers) and charges from participants. All program fee and charges payments will be made payable to: **Board of County Commissioners**. The COUNTY will provide the CONTRACTOR with bi-weekly reports updating participant's payment status. CONTRACTOR shall assist COUNTY with the collection of fees.

Any and all monthly program fee changes must be approved in writing in advance by the Director of the Parks and Recreation Department.

Payments To CONTRACTOR

Payment shall be made to the CONTRACTOR by the COUNTY when invoiced but no more than once every two weeks per the approved payment proposal. Payments will be made only for the current month of service, there will be no advanced payment for services.

F. COUNTY payment of registration fees

The COUNTY will pay for the Annual USMS team registration, but not the team member's individual registration. The payment will vary according to the bi-laws of the USMS organization.

G. Changes to existing contract

In paragraph 9a3 of initial contract: The CONTRACTOR will not provide written workouts to the COUNTY.

H. The COUNTY will provide IRS form 1099 (Miscellaneous Non-Employee Compensation, Box 7) to the CONTRACTOR.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

KENNETH NEMET
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? USMS MASTER SWIM COACH

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 18 YEARS	WORK FOR P.B.C.	@ LAKE LYAL
		POOL

<u>Scope of Work</u>	<u>Contact #</u>
CORRECTING MASTER SWIMMERS	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B).		

<u>Scope of Work</u>	<u>Contact #</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>

<u>Scope of Work</u>	<u>Contact #</u>

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

☐ Yes
 ☒ No

If yes, give name and relationship.

ACORD TM

CERTIFICATE OF LIABILITY INSURANCE

Date
12/30/08**Producer** P: 1-800-777-4930Risk Management Services, Inc.
P.O. Box 32712Phoenix, AZ 85064-2712
Agent: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 ALTER THE COVERAGE AFFORDED BY
THE POLICIES BELOW.**Insured**LAKE LYAL MASTERS
United States Masters Swimming etal Incl.
LMSC's
KEN NEMET
3645 GUN CLUB ROAD
WEST PALM BEACH, FL 33406**INSURERS AFFORDING COVERAGE**

Insurer A: National Casualty Company

Insurer B: Nationwide Life Insurance

Insurer C:

Insurer
D:

Insurer E:

COVERAGESTHE 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. LIMITS SHOWN MAY
HAVE BEEN REDUCED BY PAID CLAIMS.

Ins Ltr	Type of Insurance	Policy Number	Policy Effective (MM/DD/YY)	Policy Expiration (MM/DD/YY)	Limits
A	GENERAL LIABILITY [X] Commercial General Liability [] Claims Made [X] Occur [X] Participant Legal [X] Liability Included Gen'l Aggregate Limit Applies Per: [] Policy [] Project [] Loc	6LKKO000000196 701	01/01/09	01/01/10	Each Occurrence \$ 1,000,000 Fire Damage (Any one fire) \$ 300,000 Med Exp (Any one person) \$ 5,000 Personal & Adv Injury \$ 1,000,000 General Aggregate \$ None Products- Comp/Op Agg \$ 1,000,000
	AUTOMOBILE LIABILITY [] Any Auto [] All Owned Autos [] Scheduled Autos [] Hired Autos [] Non-Owned Autos [] []				Combined Single Limit (Ea accident) \$ Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage (Per accident) \$

GARAGE LIABILITY					Auto Only- Ea Accident	\$
Any Auto					Other Than Auto Only:	Ea Acc Agg \$ \$ \$
A	EXCESS LIABILITY	6LXK0000000197	01/01/09	01/01/10	Each Occurrence	\$ 9,000,000
	X Occur Claims Made	201			Aggregate	\$ 9,000,000
	Deductible					\$
	Retention \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC Statutory Limits Other	
					E.L. Each Accident	\$
					E.L. Disease-Ea Employee	\$
					E.L. Disease- Policy Limit	\$
OTHER						
B	AD&D	0013679-25	01/01/09	01/01/10	MAXIMUM	\$ 5,000
B	XS ACC MED/DENTAL	0013679-25	01/01/2009	01/01/10	MAXIMUM	\$ 25,000
						\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY
ENDORSEMENT/SPECIAL PROVISIONS**
Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder
Is Included as
Additional Insured but only as respects to the Named Insured's operations per the attached
ADDITIONAL INSURED
ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

Certificate Holder Y Additional Insured; Insurer Letter: A

Reference
Palm Beach County
Board of County
Commissioners
2700 6th Ave. South
Lake Worth, FL 33461
Ken Nemet
3645 gun Club Road
West Palm Beach, FL
33406

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
Carolyn J. Blumit