

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 18, 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 approve: Agreement with Ski Club of the Palm Beaches, Inc., a Non-Profit Corporation for the period August 18, 2009, through November 11, 2009, in an amount not-to-exceed \$11,000 for the purchase, delivery, and installation of a ski jump at Okeeheelee Park.

**Summary:** This funding is to assist with costs for the purchase, delivery, and installation of a ski jump for the Okeeheelee Park water ski course by the Ski Club of the Palm Beaches, Inc. The ski jump will replace the existing deteriorating ski jump. The water ski course serves approximately 5,000 individuals annually. Besides local use, this course is the venue for national and international tournaments that provide a positive economic impact to the County. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to June 25, 2009. Funding is from the Aquatics Division's maintenance and repair budget. District 6 (AH)

**Background and Justification:** Ski Club of the Palm Beaches, Inc., a Non-Profit Corporation ("Ski Club") is a not-for-profit organization that assists the Parks and Recreation Department with designing, maintaining, overseeing, managing, and operating the water ski courses and appurtenant structures at Okeeheelee Park. All structures placed by the Ski Club at Okeeheelee Park become the property of the County under terms of an existing Agreement, as amended, with the Ski Club.

The ski jump at the Okeeheelee Park water ski course needed immediate replacement due to its deterioration and because of a change in competitive jumping rules requiring ski jump height adjustment, which was not possible with the existing ski jump. The Ski Club purchased and installed the replacement ski jump so that it would be in place for the 2009 Water Ski National Championships at Okeeheelee Park held from August 11 through 16, 2009.

The Ski Club has requested that the County provide \$11,000 to help offset costs for their purchase of a \$17,900 used ski jump in good condition that meets tournament requirements and has a remaining 30-year life expectancy. In addition to the purchase, delivery, and installation of the ski jump, the Ski Club will remove the existing deteriorated ski jump from Okeeheelee Park.

The contributions of the Ski Club to the Okeeheelee Park water ski course have helped it become a world-class facility that attracts both national and international tournaments. Recently, the Palm Beach County Sports Commission awarded the Ski Club a \$7,500 grant to market the 2009 Water Ski National Championships, and this one event alone is projected to have a \$733,000 economic impact on the County and result in an estimated 1,350 room nights in local hotels. The impact of funding a portion of the cost of the ski jump from the Aquatics Division budget is minimal, since this funding is from the Division's repair and replacement budget and replacement ski jump was required.

The replacement ski jump cost \$17,900 for purchase, delivery, and installation. The \$11,000 from the Aquatics Division budget will help offset the costs paid by the Ski Club. The Agreement has been executed by the Ski Club of the Palm Beaches, Inc., a Non-Profit Corporation, and now needs to be approved by the Board of County Commissioners.

**Attachment:** Agreement

Recommended by:   
Department Director

7/22/09  
Date

Approved by:   
Assistant County Administrator

8/10/09  
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>11,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>11,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>				

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5261  
 Object 4611 Program N/A

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

FUND: General Fund  
 UNIT: Aquatics-Countywide Improvements  
 Rep/Renov-Parks+Recreation      0001-580-5261-4611      \$11,000

C. Departmental Fiscal Review: \_\_\_\_\_ ckopelakis

**III. REVIEW COMMENTS**

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

<p><u><i>Me Sll</i></u> 8/3/09                  OFMB 8/29/09 07/27/09 CN 7/24/09</p>	<p><u><i>Dr J. Jacobson</i></u> 8/5/09                  Contract Development and Control</p>
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**B. Legal Sufficiency:** This Contract complies with our contract review requirements.

*Anne Delmont* 8/7/09  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SKI CLUB OF THE PALM BEACHES, INC., A NON-PROFIT CORPORATION, FOR THE PURCHASE OF A SKI JUMP STRUCTURE FOR THE OKEEHEELEE PARK WATER SKI AREA**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Ski Club of the Palm Beaches, Inc., a Non-Profit Corporation, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "SCPB."

**WITNESSETH:**

**WHEREAS**, SCPB is a not-for-profit organization that assists the Palm Beach County Parks and Recreation Department (the "Department") with designing, maintaining, overseeing, managing, and operating the water ski courses and appurtenant structures (the Premises) at Okeeheelee Park; and

**WHEREAS**, SCPB's role regarding the Premises is defined through an Agreement (R-83-855), as amended (R99-1572), which is in effect until August 24, 2014, with a renewal option for an additional five (5) year period; and

**WHEREAS**, the existing ski jump at the Premises has been determined to need replacement due to its deterioration and a change in competitive jumping rules that require ski jump height adjustments, which are not possible with the existing ski jump; and

**WHEREAS**, SCPB desires to purchase, deliver, and install at the Premises, a used, galvanized aluminum and fiberglass, adjustable-height ski jump deemed to be in good condition and with a life expectancy of approximately thirty (30) years; and

**WHEREAS**, the anticipated cost of the ski jump is \$17,900, including purchase, delivery, and installation at the Premises; and

**WHEREAS**, SCPB has indicated that it is willing to remove the deteriorated existing ski jump from the Premises; and

**WHEREAS**, as specified in County's Agreement with SCPB, any alterations or additions to the premises made by SCPB must be approved by the Department and improvements to the Premises provided by SCPB are the property of the County; and

**WHEREAS**, SCPB has requested funding in an amount not-to-exceed \$11,000 to help offset costs for the purchase, delivery, and installation of the new ski jump to the Premises; and

**WHEREAS**, funding for the SCPB in the amount of \$11,000 is available from the Department's FY 2008-2009 Aquatics Division budget; and

**WHEREAS**, the Department wishes to utilize Aquatics Division funding to assist in

obtaining an upgraded ski jump facility at Okeeheelee Park; and

**WHEREAS**, SCPB's contributions to the Premises have resulted in a world-class facility that enhances the recreational use of Okeeheelee Park for the general public; and

**WHEREAS**, recreational facilities for use by the general public which also attract international 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. Subsequent to inspection and acceptance of the ski jump by the County upon delivery and again after installation, County agrees to fund an amount not to exceed \$11,000 to SCPB for the purchase, delivery, and installation of the ski jump at the Premises and removal of the existing deteriorated ski jump, as delineated in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project". If the ski jump is damaged during transfer, not up to County standards, or otherwise is not acceptable to County, then no reimbursement shall be made. The determination whether the ski jump meets County's standards shall be made by County in its sole discretion, and SCPB agrees to be bound by County's decision.

2. County will use its best efforts to provide said funds to SCPB 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 SCPB. Said information shall list each invoice paid by SCPB and shall include the vendor invoice number; invoice date; and the amount paid by SCPB along with the number and date of the respective check or proof of payment for said payment. SCPB shall attach a copy of each vendor invoice paid by SCPB along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, SCPB's Program Administrator and Project Financial Officer shall certify the total funds spent by SCPB on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by SCPB and approved by SCPB as indicated.

3. SCPB incurred expenses for the Project beginning on June 25, 2009. Those costs incurred by SCPB for the Project, approved and submitted accordingly by SCPB subsequent to June 25, 2009, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. SCPB warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

5. SCPB 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.

6. SCPB shall be responsible for operation and maintenance of the Project, including all associated costs.

7. The Project shall become the property of the County upon installation of and reimbursement for same.

8. SCPB shall purchase, deliver and install the newly purchased ski jump and shall remove the existing deteriorated ski jump from the Premises prior to the National Waterski Championship beginning on August 11, 2009; and

9. The term of this Agreement shall be until August 24, 2014, or until the end of the renewal period of the Agreement between County and SCPB, commencing upon the date of execution by the parties hereto.

10. The parties agree that, in the event SCPB is in default of its obligations under this Agreement, the County shall provide SCPB thirty (30) days written notice to cure the default. In the event SCPB 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 SCPB for the Project deemed to be in default and SCPB shall return any County funds already collected by SCPB for that Project.

11. 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 10 above.

12. SCPB shall complete the Project by August 11, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 25, 2009, 2009, through August 11, 2009. SCPB shall provide its final reimbursement request(s),

including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 11, 2009. Upon written notification to County at least ninety (90) days prior to that date SCPB may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny SCPB's request for said extension.

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

14. SCPB 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 SCPB. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

15. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

16. It is understood and agreed that SCPB 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, SCPB 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 SCPB, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement. In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which SCPB is eligible to receive reimbursement from the County.

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

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

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

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

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

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, SCPB 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.

18. Upon request by County, SCPB shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

20. The County and SCPB 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.

21. 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.

22. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, SCPB 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.

23. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

24. 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 SCPB:

President  
Ski Club of the Palm Beaches, Inc., a Non-Profit Corporation  
8585 Rosalie Court  
Boynton Beach, FL 33472

25. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

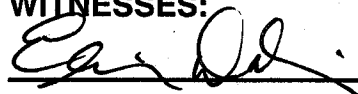
**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

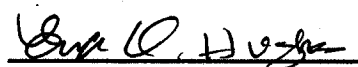
**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk


By: \_\_\_\_\_  
Commissioner John F. Koons, Chairman

**WITNESSES:**  


**SKI CLUB OF THE PALM BEACHES, INC., A NON-PROFIT CORPORATION**  
FEI/EIN Number: 59-2692986



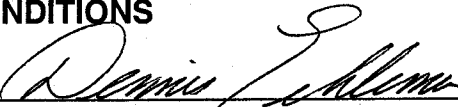
By: Michael Dumala  
Name (Type or Print)  
Title: PRESIDENT SCPB

By:   
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

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

By:   
Dennis Eshleman, Director  
Parks and Recreation Department

**SKI JUMP STRUCTURE FOR OKEEHEELEE PARK  
EXHIBIT "A" TO FUNDING AGREEMENT**

Name of Agency: Ski Club of the Palm Beaches, Inc., a Non-Profit Corporation  
Address: 8585 Rosalie Court, Boynton Beach, FL 33472

Federal Employer Identification Number: 59-2692986

Name of President: Michael Dumala

Telephone #: 561-635-2736

**PROJECT INFORMATION**

1. Name of Project: Purchase, Delivery and Installation of Ski Jump for Okeeheelee Park

2. Project Description

General (Project Scope): The Ski Club of the Palm Beaches, Inc. plans to purchase, deliver, and install a used ski jump at the water ski area at Okeeheelee Park. The Ski Club of the Palm Beaches will also remove the existing deteriorated ski jump from the water ski area at Okeeheelee Park.

- Public Purpose: The ski jump enhances the Okeeheelee Park waterski course. Besides being used by the local waterski population, the waterski area at Okeeheelee Park is used to host national and international waterski tournaments that benefits tourism related businesses in Palm Beach County.
- Location: The ski jump will be placed in the water ski area at Okeeheelee Park.
- Anticipated Number of Participants/Users: 5,000 people annually

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.)  
Purchase of ski jump, transportation of ski jump to Okeeheelee Park, installation of ski jump, removal costs for existing deteriorated ski jump, and other miscellaneous expenses related to the project.

4. Estimated Lump Sum Total for Project: \$17,000

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).

June 1, 2009 to August 11, 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 Attachments:  
Certificate of Insurance   X  

Amount of County Funding Allocated   \$11,000



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Officer

\_\_\_\_\_  
Date

**PBC USE ONLY**

County Funding Participation \$ \_\_\_\_\_

Total Project Costs To Date: \$ \_\_\_\_\_

County Obligation To Date \$ \_\_\_\_\_

County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_

County Funds Previously Disbursed \$ \_\_\_\_\_

County Funds Due this Billing \$ \_\_\_\_\_

Reviewed and Approved By: \_\_\_\_\_

\_\_\_\_\_  
PBC Project Administrator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**CERTIFICATE OF INSURANCE**

01/06/2009

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783	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 POLICY BELOW.
<b>INSURED</b> USA Water Ski, Inc. 1251 Holy Cow Road Polk City, FL 33868-8200  SKI CLUB OF THE PALM BEACHES 8585 ROSALIE CT BOYNTON BEACH, FL 33472	<b>INSURERS AFFORDING COVERAGE</b> INS. A: AXIS Insurance Company INS. B: INS. C:          CERT NUMBER: 1000731488

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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 CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL01100314-09	01/01/2009 12:01 a.m.	01/01/2010 12:01 a.m.	General Aggregate	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded
A	UMB	AXUM01100092-09	01/01/2009 12:01 a.m.	01/01/2010 12:01 a.m.	General Aggregate	4,000,000
					Advertising Injury and Personal Injury Aggregate	4,000,000
					Each Occurrence	4,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

- The Umbrella policy contains a Self Insured Retention of \$10,000.
- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AX IS1003- Additional Insured - Certificateholders, effective January 06, 2009.

**CERTIFICATE HOLDER**

**CANCELLATION**

PALM BEACH COUNTY BOARD OF COMMISSIONERS 2728 LAKE WORTH RD LAKE WORTH, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 



**Ski Club of the Palm Beaches**

June 24, 2009

**Palm Beach County Parks and Recreation Department**

Laurie C. Schobelock  
Aquatic Supervisor  
2700 6th Ave. South  
Lake Worth, FL 33461-4799

RE: Worker's Compensation

Dear Laurie Schobelock,

The Ski club of the Palm Beaches is a non-profit organization which has no paid employees; no Worker's Compensation Insurance is required.

Regards,

Ski Club of the Palm Beaches

A handwritten signature in black ink, appearing to read "M. Dumala".

Michael Dumala  
President

**Ski Club of the Palm Beaches**

8585 Rosalie Court

Boynton Beach, Florida 33472