

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 24, 2012

☒ 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: First Amendment to Contract (R2010-2016) with Gordon Andrews for the period February 1, 2012, through January 31, 2013, in an amount not-to-exceed \$106,500 per year for USA Swimming and US Masters Swimming coaching services at the Lake Lytal Family Aquatic Center.

Summary: For the past fifteen years, Gordon Andrews has been the USA Swimming coach at Lake Lytal Family Aquatic Center. He has been the US Masters Swimming coach for the past year. The current Professional Services Contract will expire on January 31, 2012, however, there are two one-year renewal options available under this contract. This amendment exercises one renewal option with Gordon Andrews through January 31, 2013, with one one-year renewal option remaining, in an amount not-to-exceed \$106,500 per year. This amount is unchanged from the current year rate. This contractor utilizes six additional coaches in providing this service. District 2 (AH)

Background and Justification: On December 7, 2010, the Board of County Commissioners approved a professional services contract with Gordon Andrews to provide USA Swimming and US Masters Swimming coaching services at the Lake Lytal Family Aquatic Center in an amount not-to-exceed \$106,500 per year with two one-year renewal options. After reviewing Gordon Andrews' fifteen years of operations and coaching experience, and receiving substantial input from the swimmers and their parents, staff has determined that renewing this contract is in the best interest of the County, the swim team participants, and the program's consistency. This is a self sustaining program in which revenues exceed expenditures, with the County retaining 20% and the contractor receiving 80% of the fees collected. This amendment consists of \$106,500 for the period February 1, 2011, through January 31, 2012, \$106,500 for the period February 1, 2012, through January 31, 2013, and allows for one remaining one-year renewal option of \$106,500 for the period February 1, 2013, through January 31, 2014, subject to the appropriation of funds by the Board.

Attachment: First Amendment to Contract

Recommended by: _____


Department Director

12-20-11
Date

Approved by: _____


Assistant County Administrator

1-4-12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>71,000</u>	<u>35,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(88,750)</u>	<u>(44,375)</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>(17,750)</u>	<u>(8,875)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u></u>	<u></u>	<u></u>

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

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

FUND: General Fund
UNIT: Lake Lytal Pool

Contractual Services-Recreation	0001-580-5302-3422	\$106,500
---------------------------------	--------------------	-----------

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB

Contract Development and Control
12-30-11 A. Wheeler

B. Legal Sufficiency:

**This amendment complies with
our review requirements.**

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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

**FIRST AMENDMENT
TO CONTRACT FOR
USA SWIMMING and US MASTERS SWIMMING COACHING SERVICES**

THIS FIRST AMENDMENT, dated _____, 2012, to Contract dated December 7, 2010 (R2010-2016), 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 the "COUNTY", and Gordon Andrews, an individual authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated December 7, 2010 (R2010-2016), hereinafter referred to as the "Contract", whereby the CONTRACTOR has agreed to provide USA Swimming and US Masters Swimming coaching services; and

WHEREAS, the parties desire to renew the Contract for the period February 1, 2012 through January 31, 2013 with one (1) additional one (1) year option for renewal; and

WHEREAS, the parties desire to increase the authorized not-to-exceed contract amount to \$213,000.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. ARTICLE 2 – SCHEDULE is hereby amended to read as follows:

"The CONTRACTOR shall commence services on February 1, 2011, and complete all services by January 31, 2013, with the option to renew for one (1) additional twelve (12) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

2. ARTICLE 3- PAYMENTS TO CONTRACTOR, paragraph A, is hereby amended to read as follows:

"A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of Two Hundred and Thirteen Thousand Dollars (\$213,000) as follows: an amount not-to-exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500) for the period February 1, 2011 through January 31, 2012 and an amount not-to-exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500) for the period February 1, 2012 through January 31, 2013. 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 monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date."

3. **ARTICLE 24 – PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL** is hereby amended to read as follows:

"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.

4. All other provisions of said CONTRACT, dated December 7, 2010, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

5. This FIRST AMENDMENT shall not take effect until executed by the parties hereto.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

WITNESS:

CONTRACTOR:

Jason Walsh
Signature

Jason Walsh
Print Name

Jennifer Anglin
Signature

Jennifer Anglin
Print Name

Gordon Andrews

Gordon Andrews
Signature

GORDON ANDREWS
Print Name

HEAD SWIM COACH
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Eric Cree
Department Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Mutual of Omaha Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED LAKE LYTAL LIGHTING USA Swimming etal Incl Local Swimming Committees GORDON ANDREWS 5448 BERRY BLOSSOM WAY E WEST PALM BEACH, FL 33415-4442	NAIC #

COVERAGES CERTIFICATE NUMBER: 19424553 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	839-6547	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS MED/DENTAL			T5MPSP35054	01/01/11	01/01/12	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 Palm Beach County Board of County Commissioners 2700 6th Ave. South Lake Worth, FL 33461 USA	CANCELLATION 30 DAY CANCELLATION PER POLICY PROVISIONS SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carolyn J. Blumit
---	--

ENDORSEMENT No. 4

This endorsement shall be effective the issue date of the Certificate of Insurance to which it is attached and forms a part of Policy No.839-6547 Issued to United States Swimming, Inc. by Lexington Insurance Company.

ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES

Section II – Who is An Insured is amended to include as an "Additional Insured" any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the "Additional Insured" by us or on our behalf, but only with respect to liability arising out of "insured activities" by a United States Swimming, Inc. club or group member.

"Additional Insured" for the purpose of this endorsement is defined as an owner and/or lessor of a premise(s) that is leased, rented or loaned to a Named Insured or a United States Swimming, Inc. club or group member.

The insurance afforded with respect to an "Additional Insured" by this endorsement is subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while the Named Insured or a United States Swimming, Inc. club or group member is utilizing the premises;
- b. This insurance does not apply to an "occurrence" arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an "Additional Insured";
- c. This insurance does not apply to an "occurrence" arising out of or related to any design defect or maintenance of the premises by or on behalf of an "Additional Insured";
- d. This insurance shall be considered primary and non contributory with any insurance that the "Additional Insured" maintains, but only for an occurrence" that is not caused by the sole negligence of the "Additional Insured".

Endorsement No. 2

This endorsement, effective January 1, 2011, forms a part of Policy No. 839-6547 issued to United States Swimming, Inc. by Lexington Insurance Company.

OTHER INSURED – CLUBS OR GROUP MEMBERS

Section II – Who is An Insured is amended to include United States Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of United States Swimming, Inc., and group members as insured's solely as respects to "bodily injury" and "property damage" arising from "insured activities".

"Insured activities" are defined as:

- a. Swimming meets that have been issued a written "sanction" or "approval";
- b. Swimming practices, "dry land training activities" and learn to swim programs, where all swimmers or participants are members of United States Swimming, Inc., and are conducted under the direct and active supervision of a "member coach";
- c. United States Swimming, Inc. Swim-A-Thons ®;
- d. "Approved social events" and "approved fund raising activities";
- e. "Swimming Tryouts";

"Sanction" is defined as a permit that has been issued by one of the "United States Swimming, Inc. Local Swimming Committees" to a US Swimming, Inc. club to conduct a meet in conformance with all United States Swimming, Inc. rules.

"Approval" is defined as a permit issued by one of the "United States Swimming, Inc. Local Swimming Committees" for meets conducted in conformance with United States Swimming, Inc. technical rules in which both members and non members may compete. United States Swimming, Inc. member clubs that either host or participate in a meet that has been issued an "approval" will be consider an insured provided that all of its athletes or participants and coaches are members of United States Swimming, Inc.

"Member coach" is defined as a coach member of United States Swimming, Inc. who has complied with safety training required by United States Swimming, Inc.

"Approved social events" and "approved fund raising activities" are events and activities for which an insured has received approval from Risk Management Services, Inc.

"Swimming Tryouts" are defined as swimming practices where a swimmer(s) who is not and who has never been a member of United States Swimming, Inc. participates with a

United States Swimming, Inc. club, for a period not to exceed thirty consecutive days in a twelve month period, to determine the swimmer's interest in becoming a member of United States Swimming, Inc.

"Dry land training activities" are defined as weight training, running, calisthenics, exercise machine training and any other activity for which an insured has received approval from Risk Management Services, Inc.

ENDORSEMENT No. 4

This endorsement shall be effective the issue date of the Certificate of Insurance to which it is attached and forms a part of Policy No.011-2834 Issued to United States Swimming, Inc. by Lexington Insurance Company.

ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES

Section II – Who is An Insured is amended to include as an “Additional Insured” any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the “Additional Insured” by us or on our behalf, but only with respect to liability arising out of “insured activities” by a United States Swimming, Inc. club or group member.

“Additional Insured” for the purpose of this endorsement is defined as an owner and/or lessor of a premise(s) that is leased, rented or loaned to a Named Insured or a United States Swimming, Inc. club or group member.

The insurance afforded with respect to an “Additional Insured” by this endorsement is subject to the following additional exclusions:

- a. This insurance applies only to an “occurrence” which takes place while the Named Insured or a United States Swimming, Inc. club or group member is utilizing the premises;
- b. This insurance does not apply to an “occurrence” arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an “Additional Insured”;
- c. This insurance does not apply to an “occurrence” arising out of or related to any design defect or maintenance of the premises by or on behalf of an “Additional Insured”;
- d. This insurance shall be considered primary and non contributory if required by a written agreement with any insurance that the “Additional Insured” maintains except when caused by the Additional Insured’s “sole” negligence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-602-840-3234	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED LAKE LYAL MASTERS United States Masters Swimming etal Incl. LMSC's GORDON ANDREWS 5448 BERRY BLOSSOM WAY EAST WEST PALM FLORIDA, FL 33415-4442				

COVERAGES

CERTIFICATE NUMBER: 19427204

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	KKO0000001425900	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X X	KKO0000001424500	01/01/11	01/01/12	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B	AD&D XS Medical/Dental		9906-7881	01/01/11	01/01/12	MAXIMUM \$ 5,000 MAXIMUM \$ 25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

CANCELLATION 30 DAY CANCELLATION PER POLICY PROVISIONS

Palm Beach County Board of County Commisioners 2700 6th Ave South Lake Worth , FL 33461 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carolyn J. Blumit
--	--

50-024
ACORD 25 (2009/09)
19427204

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

COVERAGE HIGHLIGHTS

ADDITIONAL NAMED INSURED:

- 1. United States Masters Swimming, Inc. Member Clubs for Insured Activities.
- 2. Any Member of United States Masters Swimming, Inc., or volunteer, while acting on behalf of and with the approval of the Board of Directors of United States Masters Swimming, Inc.

DEFINITIONS:

- 1. United States Masters Swimming, Inc. Member Clubs are clubs that are members in good standing with United States Masters Swimming, Inc. and whose athletes and coaches are members of United States Masters Swimming, Inc.
- 2. Sanction as defined by United States Masters Swimming, Inc. Rules and Regulations.
- 3. Recognized Events as defined by United States Masters Swimming, Inc. Rules and Regulations.

INSURED ACTIVITIES:

- A. Swimming events where a United States Masters Swimming, Inc. Sanction has been issued.
- B. United States Masters Swimming, Inc. "Recognized Events" as defined in USMS Rules & Regulations
- C. Swimming practices under direct supervision of a United States Masters Swimming, Inc. Member or a United States Swimming, Inc. Member Coach.

	USMS Member Coach	USA Swimming Coach	No Coach or Non-USMS Member coach
USMS Members workout	<ul style="list-style-type: none">• USMS Swimmer Covered• USMS Coach Covered	<ul style="list-style-type: none">• USMS Swimmer Covered• USA Coach Covered	No Coverage
USA Swimming Member in USMS workout	<ul style="list-style-type: none">• USA Swimmer NOT Covered• No protection for USMS Coach if USA Swimmer is injured• USMS Swimmers Covered	<ul style="list-style-type: none">• USA Swimmer Covered• USA Coach Covered• USMS Swimmers Covered	No Coverage
USMS Member in USA Swimming workout	Not applicable, USMS Coach can't preside over USA Swimming workout.	<ul style="list-style-type: none">• USMS Swimmer Covered• USA Coach Covered	Can't exist -- by definition of USA workout.
USMS Members and Non-USMS Members workout (i.e. un-registered swimmers and/or swimmers not in 30-day trial period)	No Coverage	No Coverage	No Coverage

- D. Swimming tryouts under active supervision of a United States Master Swimming, Inc. Member or United States Swimming, Inc. Member Coach for a period of no more than thirty (30) consecutive calendar days in a 12-month period, for any individual.
- E. Learn to swim program where all athletes are members of United States Masters Swimming, Inc. and supervised by a United States Masters Swimming, Inc. Member or United States Swimming, Inc. Member Coach.
- F. United States Masters Swimming, Inc. contracted Swim-A-Thons.
- G. United States Masters Swimming, Inc. pre-approved social events.
- H. United States Masters Swimming, Inc. pre-approved fund raising activities.

ATTACHMENT TO U.S. MASTERS SWIMMING, INC. CERTIFICATE

POLICY NUMBER: KKO0000001425900 COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY**

**ADDITIONAL INSURED - BLANKET MANAGERS OR
LESSORS OF PREMISES POLICY AMENDMENT -
COMMERCIAL GENERAL LIABILITY**

Name of Person or Organization (Additional Insured):

Any person or organization leasing premises to you and declared as an Additional Insured - Managers or Lessor of Premises as evidenced by a certificate of insurance issued for you by us or on our behalf.

Who is an Additional Insured? (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown on the certificate.

Effective Date: The effective date of this endorsement shall be the issue date of the certificate to which it is attached.