Agenda Item #:3.M.6.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Janua	ry 15, 2013	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks	and Recreation		
Submitted By: Parks	and Recreation Departm	<u>nent</u>	
Submitted For: Parks	and Recreation Depart	<u>ment</u>	
	I. EXECU	TIVE BRIEF	
R2010-2016, with Gord amount not-to-exceed	lon Andrews for the period	d February 1, 2013, th SA Swimming and US	ond Amendment to Contract, rough January 31, 2014, in an Masters Swimming coaching
Lytal Family Aquatic Ce current Professional Se option available under Andrews through Janua	nter. He has been the US ervices Contract will expir this contract. This amend	Masters Swimming core on January 31, 201 Iment exercises the fir toot-to-exceed \$106,5	USA Swimming coach at Lake each for the past two years. The 3, with one remaining renewal nal renewal option with Gordon 500. This contractor utilizes six
approved a professional Masters Swimming coal exceed \$106,500 per years of operations and their parents, staff has swim team participants revenues exceed experfees collected. This a January 31, 2012; \$106 the period February 1,	al services contract with on the Lalus services at the Lalus services at the Lalus ser with two one-year renewing determined that renewing and the program's constitures, with the County remendment consists of \$6,500 for the period February	Gordon Andrews to proceed by the Lytal Family Aquations. After reviewal options. After reviewal options. After reviewal options. After reviewal options. This is a secretaining 20% and the party 1, 2012 through Jary 1, 2012 through Jar	County Commissioners (BCC) rovide USA Swimming and US ic Center in an amount not-to-ewing Gordon Andrews' sixteen al input from the swimmers and best interest of the County, the If sustaining program in which contractor receiving 80% of the od February 1, 2011, through huary 31, 2013; and \$106,500 for appropriation of funds by the
Attachment: Second A	Amendment to Contract		
Recommended by:	Department Director	ee	12/20/12 Date
Approved by:	Assistant County Ac	Iministrator	//9//3 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	-0- 71,000 (88,750) ()0- -0-	-0- 35,500 (44,375) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	*(17,750) 0	*(8,875) 0	0	-0-	0-
Is Item Included in Curre Budget Account No.:	Fund <u>0001</u>				

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

	FY2	FY2014		
Contractor	Revenue	Expense	Revenue	Expense
Gordon Andrews	\$88,750	\$71,000	\$44,375	\$35,500
Totals	\$88,750	\$71,000	\$44,375	\$35,500

Estimated net revenue for this amendment is \$26,625. Actual revenue and operating costs will be determined at the termination of this amendment.

C.	Departmental	Fiscal	Review:
O.	Departmentar	. 10041	

III. REVIEW COMMENTS

A.	OFMB	Fiscal	and/or	Contract	Develo	pment and	Control	Comments:
----	-------------	---------------	--------	----------	--------	-----------	---------	-----------

A.	OFMB Fiscal and/or C	ontract Develo	opment and Control Comments.
	Soun	1/2/2013	The J. Joenson 18113
	OFMB a. √	phy 127	Contract Development and Control
	1/2/10	- ,	1-8-13 Bwheeler
D	Logal Sufficiency:		

B. Legal Sufficiency:

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

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

G:\Aquatics Division\janglin\Gordon Andrews agenda 2012 (3).doc

SECOND AMENDMENT TO CONTRACT FOR USA SWIMMING and US MASTERS SWIMMING COACHING SERVICES

THIS SECOND AMENDMENT, dated	_, 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 Commi	ssioners, hereinafter
referred to as the "COUNTY", and Gordon Andrews, an individu	al authorized to do
business in the State of Florida, hereinafter referred to as the "CON"	FRACTOR".

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 amended the Contract on January 24, 2012 (R2012-0167) by renewing the Contract for the period February 1, 2012 through January 31, 2013; and

WHEREAS, the parties desire to renew the Contract for the period February 1, 2013 through January 31, 2014 with no additional renewal options; and

WHEREAS, the parties desire to increase the authorized not-to-exceed contract amount to \$319,500.

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

- 1. <u>ARTICLE 2 SCHEDULE</u> is hereby amended to read as follows:
 - "The CONTRACTOR shall commence services on February 1, 2011, and complete all services by January 31, 2014, with no additional renewal options. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A"."
- 2. <u>ARTICLE 3- PAYMENTS TO CONTRACTOR</u>, 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 Three Hundred Nineteen Thousand Five Hundred Dollars (\$319,500) 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; an amount not-to-exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500) for the period February 1, 2012 through January 31, 2013; and a final not-to-exceed amount of One Hundred Six Thousand Five Hundred Dollars (\$106,500) for the period February 1, 2013 through January 31, 2014.

Page 1 of 3

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. All other provisions of said CONTRACT are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
- 4. This SECOND 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 Second 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: Steven L. Abrams, Chairman
WITNESS:	CONTRACTOR: Gordon Andrews
Signature	Signature Mehr
Jennifer Anglin Print Name	Print Name
Signature	Title
Lawie C. Schobelach Print Name	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:	By: Department Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2012

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	, cert	tain p	olicies may require an er	ndorsement.	A stai	ement on thi	s certificate does not c	onter r	ignts to the
certificate holder in lieu of such endor			12-840-3234	CONTACT NAME:			INTERNAL INT		
PRODUCER		1-00	72-040-3232	PHONE FAX COO 274 277					
Risk Management Services, Inc.				(A/C, No. Ext):		-1		002-2	79-3130
P.O. Box 32712				ADDRESS: 1 PRODUCER CUSTOMER ID #:		theriskpeo	ore.com		
Phoenix, AZ 85064-2712				00010000		URER(S) AFFOR	DING COVERAGE		NAIC#
INSURED				INSURER A : LE					19437
LAKE LYTAL LIGHTING			•	INSURER B : MT					71412
USA Swimming, Inc dba USA Swimmi	ng					02 0,1111			
GORDON ANDREWS				INSURER C:					
5448 BERRY BLOSSOM WAY E WEST PALM BEACH, FL 33415-4442				INSURER D :					
, , , , , , , , , , , , , , , , , , , ,				INSURER E :					
				INSURER F:					
COVERAGES CER	TIFI	CAT	NUMBER: 25428600				REVISION NUMBER:	JE DOL	ICV BEBIOD
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUII PERT POLI	REME FAIN, ICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY CONT ED BY THE PO BEEN REDUCE	RACT DLICIE ED BY	OR OTHER L S DESCRIBED PAID CLAIMS.	HEREIN IS SUBJECT TO	J 10	
INSR TYPE OF INSURANCE		SUBF		POLICY (MM/DD)		POLICY EXP (MM/DD/YYYY)	LIMIT	S .	
A GENERAL LIABILITY	X		839-6547	01/	01/12	01/01/13	EACH OCCURRENCE	\$ 1,0	00,000
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	,000
CLAIMS-MADE X OCCUR							MED EXP (Any one person)	s exc	LUDED
x Participant Legal							PERSONAL & ADV INJURY	5 EXC	LUDED
X Liability Included							GENERAL AGGREGATE	\$ 2,0	00,000
		1					PRODUCTS - COMP/OP AGG	s 1,0	00,000
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC								\$	
X POLICY JECT LOC AUTOMOBILE LIABILITY			<u> </u>	-			COMBINED SINGLE LIMIT (Ea accident)	s	
ANY AUTO	ļ						BODILY INJURY (Per person)	s	
ALL OWNED AUTOS							BODILY INJURY (Per accident)	s	
SCHEDULED AUTOS	1	1		ļ			PROPERTY DAMAGE		
HIRED AUTOS				E			(Per accident)	\$	
NON-OWNED AUTOS				1				s	
MOIA-DMINED AD 199								\$	
UMBRELLA LIAB OCCUR		\top			****		EACH OCCURRENCE	s	
EXCESS LIAB CLAIMS-MADI	=			ŀ			AGGREGATE	s	
05,3110 11112								\$	
DEDUCTIBLE		1		ļ				5	****
RETENTION \$ WORKERS COMPENSATION		+					WC STATU- OTH- TORY LIMITS ER		
AND EMPLOYERS' LIABILITY Y/N	,			ļ			E.L. EACH ACCIDENT	s	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					The state of the s	E.L. DISEASE - EA EMPLOYEE	1	,
(Mandatory in NH) If yes, describe under							E.L. DISEASE - POLICY LIMIT		
DESCRIPTION OF OPERATIONS below B XS ACC MED/DENTAL	-	+	T5MPSP35054	01/	01/1:	01/01/13	Maximum Limit	25,0	00
The state of the s	1					-			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES	Attach	ACORD 101, Additional Remarks	Schedule, if more	space i	s required)			
Towisiantion of Coneral Liabili	tv co	over	age for INSURED ACTI	VITIES. Exc	ess	Medical/De	ntal coverage provi	rqeq t	or
participants only. The Certifi	cate	Hol	der is included as A	dditional 1	nsur	ed per att	acneo		
ADDITIONAL INSURED ENDORSEMENT : +30 DAY CANCELLATION PER POLICY									
SO DEL CAPCELLORI LER VOLLER									
							•		
				CANCELLA	TION				
CERTIFICATE HOLDER				CANCELLA	INON				
Palm Beach County Board of Coun	ty C	ommi	ssioners	THE EXP	RATIO	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
2700 6th Ave. South				AUTHORIZED REPRESENTATIVE					

ACORD 25 (2009/09) 25428600

Lake Worth, FL 33461

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Endorsement No. 2

This endorsement, effective January 1, 2012, forms a part of Policy No. 839-6547 issued to United States Swimming, Inc. by Lexington Insurance Company.

OTHER INSUREDS - 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. 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;
- 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) 12/17/2012

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 1-	602-840-3234	CONTACT NAME:	
Risk Management Services, Inc.		PHONE (A/C, No, Ext):	FAX (A/C, No): 602-274-9138
P.O. Box 32712		E-MAIL ADDRESS: info@theriskpeople.com	
		PRODUCER CUSTOMER ID #:	
Phoenix, AZ 85064-2712		INSURER(S) AFFORDING COVERAGE	SE NAIC#
INSURED		INSURER A: NATIONAL CASUALTY COMPANY	11991
LAKE LYTAL MASTERS	al TMCCla	INSURER B: FEDERAL INSURANCE COMPANY	20281
United States Masters Swimming etal Ingordon Andrews	ICI. EMBC'S	INSURER C:	
5448 BERRY BLOSSOM WAY EAST		INSURER D:	
WEST PALM FLORIDA, FL 33415-4442		INSURER E:	
		INSURER F:	

CERTIFICATE NUMBER: 30696541 REVISION NUMBER: 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. 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. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR INSR WVD TYPE OF INSURANCE POLICY NUMBER s 1,000,000 01/01/12 01/01/13 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) GENERAL LIABILITY KK00000002280800 \$ 300,000 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR MED EXP (Any one person) \$5,000 \$ 1,000,000 Participant Legal PERSONAL & ADV INJURY X Liability Included \$ None GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY PRO- LOC \$ 1,000,000 PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) \$ BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ NON-OWNED AUTOS S 01/01/12 01/01/13 \$ 9,000,000 XK00000002280500 UMBRELLA LIAB X OCCUR EACH OCCURRENCE \$ 9,000,000 EXCESS LIAB AGGREGATE CLAIMS-MADE \$ 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 WC STATU-TORY LIMITS E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$ MAXIMUM MAXIMUM ,000 01/01/12 01/01/13 9906-7881 AD&D XS Medical/Dental 25,000 Verification of Operations/Lucations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Verification of General/Excess Liability for INSURED ACTIVITIES per attached. Palm Beach County Board of

County Commissioners is included as Additional Insured but only as respects to the Named Insured's operations

per the attached ADDITIONAL INSURED ENDORESEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

30 DAY CANCELLATION PER POLICY PROVISIONS ANOTH ATION

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
2700 6th Ave South	AUTHORIZED REPRESENTATIVE
Lake Worth , FL 33461 USA	Carolyn J. Elumit
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ATTACHMENT TO U.S. MASTERS SWIMMING, INC. CERTIFICATE

COVERAGE HIGHLIGHTS

ADDITIONAL NAMED INSUREDS:

- 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.

124 - 76 - 00 SE ANDESE AND SE AND SE	USN <u>ទី</u> Member Coach	USA Swimming Coach	No Coach or Non-USMS Member coach
USMS Members workout	USMS Swimmer Covered	USMS Swimmer Covered	No Coverage
	USMS Coach Covered	USA Coach Covered	
USA Swimming Member in USMS workout	USA Swimmer NOT Covered No protection for USMS Coach if USA Swimmer is injured USMS Swimmers Covered	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 workouf.	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: KKO0000002280800 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSUREDS - 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.