

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2014

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 the Ski Club of the Palm Beaches, Inc., a Non-Profit Corporation (Ski Club) for the cooperative maintenance, management, and use of the water ski lakes at Okeeheelee Park, for the period of October 7, 2014, through October 6, 2019.

Summary: The Ski Club has worked cooperatively with the Parks and Recreation Department since 1983 to maintain, improve, and oversee the use of the Okeeheelee Ski Lakes. These ski lakes are ranked as some of the best competition lakes in the world and, as such, have brought thousands of visitors to Palm Beach County for tournaments and the experience of water skiing at a world class facility. The initial term of the Agreement is for five years, with two - five year renewal options at the County's sole discretion. District 2 (AH)

Background and Justification: In cooperation with the Ski Club, the Department developed the five competitive ski lakes and appurtenant structures at Okeeheelee Park in the early 1980s. On August 9, 1983, a twenty year agreement between the County and the Ski Club was approved for the maintenance and operation of these lakes. This agreement was amended for an additional fifteen years, along with other changes, on August 24, 1999. Since that time, the Ski Club and the Department have worked cooperatively to ensure that the lakes and structures are properly maintained and used. The Ski Club has voluntarily provided funding and labor for this maintenance. They also host local, state, national, and international tournaments on the lakes bringing many visitors to Palm Beach County. The participation and cooperation of the Ski Club, since the creation of the Okeeheelee Ski Lakes, has made it possible for the Department to provide this world class facility.

Attachment: Agreement

Recommended by: 
Department Director

9/12/14
Date

Approved by: 
Assistant County Administrator

9/22/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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>
NET FISCAL IMPACT	* <u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Revenue Source _____/Object _____ Program _____

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

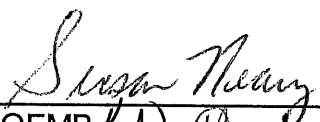
* There is no additional fiscal impact associated with this item.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

 9/16/14
 OFMB 4/10 9/10 9/11/14

 9/18/14
 Contract Development & Control
 9-18-14 Dr. Jacobson

B. Legal Sufficiency:

 9/22/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

AGREEMENT BETWEEN PALM BEACH COUNTY
AND SKI CLUB OF THE PALM BEACHES, INC.

THIS AGREEMENT between PALM BEACH COUNTY, a political subdivision of the State of Florida (COUNTY) and SKI CLUB OF THE PALM BEACHES, INC., A NON-PROFIT CORPORATION (CLUB) dated this ___ day of _____, 2014, is intended to set forth the duties and obligations of the parties relative to the cooperative effort to enhance and manage the water-ski courses and appurtenant structures at Okeeheelee Park.

WITNESSETH:

WHEREAS, COUNTY owns and operates Okeeheelee Park in Palm Beach County, Florida; and

WHEREAS, on August 9, 1983, COUNTY and CLUB entered into an Agreement (R-83-855) for the design, construction, and use of water ski courses and appurtenant structures at Okeeheelee Park, which expired on August 23, 2014; and

WHEREAS, CLUB has cooperated in the construction and oversight of the water ski courses and appurtenant structures (the "Premises") in accordance with the terms of that Agreement; and

WHEREAS, since 1983, CLUB has continually assisted the Palm Beach County Parks and Recreation Department ("Parks Department") with maintaining, overseeing the management and operations and with the drafting of rules for the safe operation of the Premises; and

WHEREAS, the COUNTY and CLUB have worked together cooperatively for the last thirty (30) years to develop the Premises for use by the General Public in a fashion that has enhanced the recreational use of Okeeheelee Park and promoted the sport of water skiing; and

WHEREAS, this cooperative effort has resulted in a World-Class Facility which continues to host National and International Water Ski competitions that promote tourism and contribute to the variety of recreational activities available to residents of the County; and

WHEREAS, this facility is now recognized as the best competitive water-ski facility in the World; and

WHEREAS, both parties desire to continue the mutually-beneficial relationship.

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties have hereby expressly acknowledged, the parties hereto covenant and agree to the following terms and conditions:

1. CLUB and COUNTY shall maintain the master plan which was approved by the COUNTY to show:

- (a) The location and layout of all existing and proposed water-ski courses for Okeeheelee Park, including all buoy and structure locations within said courses.

- (b) The location of all appurtenant structures including judges' towers, meter tables, and central towers.
- (c) CLUB shall assist by voluntarily contributing to COUNTY's costs of construction of the master-planned water ski courses and related structures.

2. The water ski courses were designed in accordance with the standards of the AMERICAN WATER SKI ASSOCIATION and were approved by the COUNTY's Department of Parks and Recreation. All future improvements to the premises shall undergo the same review and comply with all the same standards. COUNTY shall have final authority to approve all proposed improvements.

3. CLUB shall submit drawings for all proposed structures to be erected which shall be in conformance with all applicable COUNTY codes for approval by the Department of Parks and Recreation. This provision shall not obviate the need for CLUB contractors to obtain appropriate building permits from Palm Beach County.

4. When building structures approved by COUNTY, CLUB shall obtain the services of qualified licensed contractors, acquire the necessary permits, and be responsible for the construction. CLUB's contractors shall provide liability coverage as required and to the limits prescribed by COUNTY during the construction period.

5. Upon completion of any project according to the approved master plan and drawings, the project must be inspected and approved by Department of Parks and Recreation prior to acceptance by COUNTY. This provision shall not obviate the need for CLUB's contractor to obtain any appropriate inspections and/or certificates of completion from Palm Beach County.

6. Upon acceptance of the improvements, COUNTY shall become sole owner of all improvements and shall, in cooperation with CLUB, maintain the improvements. All CLUB efforts to help in maintenance must be approved in advance by COUNTY.

7. The water-ski facilities will be operated by COUNTY in accordance with rules and regulations promulgated by COUNTY with input from CLUB. The water ski courses will remain open during normal park hours unless determined unsafe by the COUNTY Department of Parks and Recreation or closed due to acts of nature or the action of any governmental agency having jurisdiction to force the closing of said water ski course.

8. CLUB may reserve the Premises for special events without charge during Tournaments and events throughout the term of this Agreement. There will be a fee for the use of the Premises to any other organization desiring to reserve the water ski courses. The CLUB, all other organizations, their members and individuals, shall be subject to all laws, ordinances, rules and regulations pertaining to use of the Premises, except as specifically set forth above.

9. The term of this Agreement shall be for a period of five (5) years with two (2) five (5) year renewal option(s) offered by the COUNTY, at the COUNTY's sole discretion.

10. COUNTY and CLUB agree that the primary objective of this Agreement shall be to provide coordinated, quality, customer-oriented, nondiscriminatory public skiing opportunities in a safe, fair, and equitable manner, and enhance the opportunity for controlled, competitive skiing

opportunities in accordance with the operational policies and rules as established by the Parks Department with the input of CLUB and the public.

11. The rights granted herein are expressly limited to those set forth in this Agreement, and nothing contained herein shall be construed to give CLUB any rights in any future expansion, renovation, or activities at the Premise.

12. CLUB shall assist COUNTY in the enforcement of Rules and Regulations established by COUNTY for the use of the Premises by:

- (a) Assisting in the dissemination of the Rules and Regulations;
- (b) Assisting in the development of procedures for the enforcement of rules and regulations by the COUNTY;
- (c) Participating in all matters relating to the use of the Premises;
- (d) Promptly reporting any violation of ski course rules and regulations to the COUNTY or to law enforcement personnel;
- (e) Assisting COUNTY promulgation of appropriate rules and regulations for the use of the Premises;
- (f) Assisting the COUNTY in the gathering and presenting of evidence relating to the violation of rules and regulations pertaining to the Premises;
- (g) Continuing to assist the COUNTY in the development of the ski courses at Okeehetee Park for the betterment of the recreational opportunities for the general public in Palm Beach County, Florida; and
- (h) CLUB shall not take on any enforcement role; that will be exclusively reserved for COUNTY and law enforcement.

13. Upon execution hereof, CLUB shall provide a Certificate of Insurance to COUNTY and shall maintain in full force and effect during the term of this Agreement a commercial general liability policy in the amount of \$1,000,000.00 per occurrence, issued by the American Water Ski Association, listing COUNTY as an additional insured. Said Certificate shall provide that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. The COUNTY may request CLUB to provide additional insurance coverage for special events.

14. CLUB is and shall be deemed to be an independent contractor responsible for its respective acts or omissions and COUNTY shall not be responsible therefore. The CLUB and all of its officers, agents, member volunteers, and employees, shall not be deemed to be employees of the COUNTY for any purpose whatsoever.

15. CLUB shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees, and elected officials harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at

trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CLUB.

16. COUNTY may terminate this Agreement for cause by giving SKI CLUB thirty (30) days advance written notice upon the happening of any one of the following events:

(a) The conduct of any business or commercial activity or performance of any acts not specifically authorized herein or otherwise by the COUNTY and said business or acts do not cease within thirty (30) days of receipt of written notice by COUNTY to cease said business or acts.

(b) The default by SKI CLUB in the performance of any term or condition set forth in the Agreement, where said default is not cured within thirty (30) days of receipt of written notice by COUNTY of the default or, if by reason of the nature of said default, the same cannot be remedied within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof.

17. In the event the Board of County Commissioners determines to utilize the Premises for anything other than competitive water skiing and training, the COUNTY shall have the right to terminate this Agreement by giving twelve (12) months advance written notice to SKI CLUB.

18. SKI CLUB may terminate this Agreement at any time, with or without cause upon providing ninety (90) days advance written notice to COUNTY.

19. CLUB shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement to others of CLUB rights hereunder without having obtained the prior written permission of the COUNTY. Any such attempt at assignment or transfer by CLUB shall be unenforceable and a breach of this Agreement.

20. Notwithstanding the obligations of CLUB and rights of COUNTY provided elsewhere herein, CLUB expressly agrees that it shall immediately surrender the Premises, including the improvements made thereto, to COUNTY in reasonable condition, normal wear and tear expected, upon termination of this Agreement.

21. CLUB shall make no alterations or additions to the Premises without the prior written consent of the Director of the Parks Department ("Director"). All such alterations or additions to the Premises shall become the property of the COUNTY upon construction of same.

22. No signs shall be erected or maintained by CLUB in the view of the general public in, on, or about the Premises without the written approval of the Director, which consent shall not be unreasonably withheld. Any such signs not approved shall be immediately removed at the sole cost and expense of the CLUB, upon the written notification thereof by the Director.

23. CLUB expressly covenants, warrants, and agrees that throughout the term of this agreement, CLUB shall at all times be and shall remain in full and complete compliance with all applicable statutes, regulations, rules, rulings, orders, ordinances, policies, or directives of any kind or

nature, without limitation, as they may be amended, of any and all Federal, State or local governmental bodies now or thereafter having jurisdiction over CLUB, CLUB'S operations, and over those persons and entities performing any work or services on behalf of CLUB or at CLUB's request. CLUB further covenants, warrants, and agrees that it shall comply with all ordinances of COUNTY, all operational orders issued, and any and all other laws, regulations, rules, and orders of any governmental entity which may be applicable to CLUB or in any way to CLUB'S activities under this Agreement, as the laws, ordinances, regulations, rules and orders are currently exist, or are hereinafter amended or promulgated.

24. CLUB agrees that it shall maintain its membership in the American Water Ski Association throughout the term of this Agreement, and any extensions thereto.

25. CLUB expressly covenants, warrants, and agrees that it shall obtain, maintain, and fully comply with, any permits, licenses, or other governmental authorizations, however designated, as may be required at any time, throughout the entire term of this Agreement by any Federal, State or local governmental entity or any court of law having jurisdiction over CLUB or CLUB's operations and activities, for any activity of CLUB conducted on Premises and for any and all operations conducted by CLUB including insuring that all legal requirements, permits and licenses necessary for or resulting, directly, or indirectly, from CLUB's activities on the Premises, have been obtained and are in full legal compliance. Upon written request of the Director, CLUB shall provide to the Parks Department certified copies of all permits and licenses.

26. If applicable, the CLUB shall collect the Florida sales and use tax and any tax(es) and remit same to the State of Florida.

27. CLUB covenants, warrants, and agrees that it shall conduct its operation and activities under this Agreement in a safe manner, shall comply with all safety regulations of the Parks Department, and with safety standards imposed by applicable Federal, State, and local laws and regulations and shall require the observance thereof by all employees, contractors and/or business invitees. CLUB shall maintain such fire prevention and extinguishing devices, as required by the COUNTY, and shall at all times be familiar and comply with the fire regulations and orders of the COUNTY as same may now exist or hereafter come into being.

28. CLUB hereby expressly covenants, warrants, and represents to COUNTY, upon which COUNTY expressly relies, that CLUB has a continuing obligation to be, knowledgeable of any and all Federal, State, regional, and local governmental laws, ordinances, regulations, orders, and rules, without limitation, which govern or which in any way apply to the CLUB, including those that relate to the environment and natural resources. CLUB expressly represents, covenant, warrants, and agrees that it shall comply with all applicable Federal, State , regional, and local laws, regulations and ordinances relating to the environment and natural resources, including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environment Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgates or adopted thereunder as same may, from time to time, be amended.

29. CLUB hereby acknowledges and understands that its activities involve petroleum products, aquatic weed control or other ski-related materials that involve, the generation, processing, handling, storing, transporting and disposal of certain hazardous and/or toxic materials which are subject to regulation by Federal, State or local laws, ordinances, regulations, rules, orders, or other governmental rules and requirements (the "Hazardous Materials").

30. CLUB covenants, warrants, and represents to COUNTY that CLUB is knowledgeable of all such governmental laws and regulations that involve the Hazardous Materials governing waste, groundwater contamination, air and water pollution, spills, sanitary waste and pollutants. CLUB further covenants, warrants, and represents it is fully qualified to handle and dispose of all Hazardous Materials used by CLUB in a manner which is in full compliance with all applicable Federal, State, and local laws and regulations.

31. COUNTY shall, at all times, have the complete authority over the use of any Hazardous Materials on the Premises. CLUB agrees that it shall not use or bring onto the Premises any Hazardous Materials until the COUNTY has first approved, in writing, the conditions under which such Hazardous Materials may be brought to or used on the Premises. The COUNTY's determination on the presence and use of any Hazardous Materials shall be final and binding. CLUB hereby expressly assumes and accepts full responsibility and liability for compliance with all such governmental laws and regulations in the handling and disposal of all Hazardous Materials and all pollutants or contaminants of any kind, resulting from or arising out of CLUB's activities on the Premises.

32. CLUB shall provide to COUNTY satisfactory documentary evidence of all such requisite legal permits and notifications as required by CLUB's use of Hazardous Materials upon request by COUNTY.

33. CLUB shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean up and disposal, restoration and corrective measures, resulting from activities under the control of the CLUB, CLUB employees, agents, or contractors' improper use, handling, storage, and/or disposal of pollutants or contaminated materials. CLUB is responsible for the proper storage and security of all Hazardous Materials used by CLUB.

34. CLUB shall not deny use of or access to the Premises to any person on the basis of race, religion, color, national origin, sex, age, disability, ancestry, or sexual orientation, marital status, familial status, gender identity and expression or genetic information.

35. CLUB shall not use or permit the use of the Premises for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance.

36. Failure of COUNTY to insist on strict performance at any time of the terms, covenants, and conditions herein shall not be deemed as a waiver of any right or remedies the COUNTY may have for any subsequent breach, default, or non-performance, and COUNTY's right to insist on strict performance shall not affect any previous waiver.

37. This Agreement shall not be construed to waive or limit the COUNTY's governmental authority to regulate CLUB or the Premises.

38. The invalidity of any portion, article, paragraph, provision clause or any portion thereof of this Agreement shall have no affect upon the validity of any other part or portion thereof.

39. The venue for any action arising from this Agreement shall be Palm Beach County, Florida.

40. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

41. The authorized employees and representatives of the COUNTY and any applicable Federal, State and local governmental entity having jurisdiction hereof, shall have the right of access to any CLUB facilities at all reasonable times for the purposes of inspection for compliance with the provisions of this Agreement.

42. Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail:

To COUNTY

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

To CLUB

John Shealy
1079 Island Manor Drive
Greenacres, FL 33413(561) 352-8974

43. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the COUNTY and/or CLUB.

44. If CLUB's employees or subcontractors are required under this Agreement to enter a "critical facility", as identified in resolution R-2003-1274, the CLUB shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CLUB acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint-based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CLUB shall be solely responsible for the financial, schedule, and staffing implications associated with complying with this section of the Palm Beach County Code.

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

46. COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 thru 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 CLUB, 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 through 2-440, and punishment pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

47. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CLUB 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).

48. The CLUB shall comply with the requirements of F.S. 119.0701, as amended, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily are required by the COUNTY in order to perform services as provided under this Agreement
- (b) Provide the public with access to public records on the same terms and conditions that the COUNTY is by law required to furnish, and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (c) Ensure that all public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of the CLUB upon termination of this Agreement and destroy any duplicate public records that are exempt and confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CLUB to comply with these requirements shall be a material breach of this Agreement.

49. The CLUB represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of

Ethics. The CLUB further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISISONERS:

By: _____
Deputy Clerk

Priscilla A. Taylor, Mayor

WITNESS:
Dave Lill
Signature

CONTRACTOR:
Ski Club of the Palm Beaches, Inc.
Company Name

Dave Lill
Name (type or print)

[Signature]
Signature

[Signature]
Signature

John Shealy
Name (type or print)

Laurie C. Schobebek
Name (type or print)

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By [Signature]
Eric Call, Director
Parks & Recreation Department

CERTIFICATE OF INSURANCE

DATE: 2/13/2014

CERTIFICATE NUMBER: 20140213232666

AGENCY:

ESIX Entertainment & Sports Insurance eXperts
5660 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: (678) 324-3300 Fax: (678) 324-3303

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.

NAMED INSURED:

USA Water Ski
1251 Holy Cow Road
Polk City FL 33868

Ski Club of the Palm Beaches
8585 Rosalie Ct
Boynton Beach FL 33437-1271

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.
INSURER B: Philadelphia Indemnity Ins. Co.

POLICY/COVERAGE INFORMATION:

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	PHPK1110274	1/1/2014 12:01 AM	1/1/2015 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Occurrence				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB443398	1/1/2014 12:01 AM	1/1/2015 12:01 AM	AGGREGATE (Applies Per Event) \$1,000,000
	<input checked="" type="checkbox"/> SIR				EACH OCCURRENCE \$1,000,000
					RETENTION/DEDUCTIBLE \$10,000

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

The certificate holder is an Additional Insured with respect to liability arising out of the negligence of the Named Insured as per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002).

Coverage only applies with respect to tournaments, practices, exhibitions, clinics and related activities sanctioned and approved by USA Water Ski, Inc.

CERTIFICATE HOLDER:

Palm Beach County Board of Commissioners
2700 Sixth Avenue South
Lake Worth FL 33461

NOTICE OF CANCELLATION:

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:

