



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>38,375</u>	<u>32,625</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	< <u>44,090</u> >	< <u>41,518</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>	<b><u>(5,715)</u></b>	<b><u>(8,893)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit various  
 Object 3422 Program N/A

Revenue Budget: 0001-580-various-4721

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

	Contractor	FY2007		FY2008	
		Revenue	Expense	Revenue	Expense
A	Cooperative Martial Arts Inc	6,965	4,875	5,893	4,125
B	Accellearn LLC	1,500	5,000		
C	Ken Nemet	4,375	3,500	4,375	3,500
D	3D Diving Inc	31,250	25,000	31,250	25,000
	<b>Total</b>	<b>44,090</b>	<b>38,375</b>	<b>41,518</b>	<b>32,625</b>

C. Departmental Fiscal Review: in-kind match

**III. REVIEW COMMENTS**

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

[Signature] 4-11-07  
 OFMB  
 [Signature] 4/9/07 4511

[Signature] 4/12/07  
 Contract Development and Control  
 [Signature] 4/12/07

**B. Legal Sufficiency:**

Anne Delgado 4/16/07  
 Assistant County Attorney

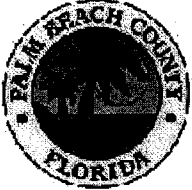
This item complies with current County policies.

**C. Other Department Review:**

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

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

contract



**Palm Beach County**  
**Parks and Recreation Dept.**

**DATE : 03/20/2007**

**Contract Tracking System 0000001299**

**CONTRACT INFORMATION**  
**Active**

**COOP1090390307525400A**

Certificate of Insurance

**NAME :** COOPERATIVE MARTIAL ARTS, INC,  
**VENDOR CODE:** COOP109039  
**INSTRUCTOR:** MARTIAL ARTS  
**ACCOUNT NUMBER :** 0001-580-5254-00-3422  
**LOCATION:** COCONUT COVE RECREATION CENTER  
**PROGRAM:** MARTIAL ARTS

**CONTRACT DATE :** 03/20/2007  
**START DATE :** 03/21/2007  
**END DATE :** 03/21/2008

<b>CONTRACT AMOUNT :</b>	9,000.00	<b>REVENUE AMOUNT:</b>	9,000.00
<b>USED AMOUNT :</b>	0.00	<b>USED AMOUNT :</b>	0.00
<b>AMOUNT LEFT :</b>	9,000.00	<b>AMOUNT LEFT :</b>	9,000.00

**ASSIGNED CATEGORIES:**

MARTIAL ARTS 0.70 Pct

**AQUATICS**

ACCOUNT: 0001-580-5254-3422	VENDOR CODE: East109039	CONTRACT: East1090390107525400A
MC: M. Bennett	PS: A. Walsh	CC: <i>[Signature]</i>
CA: <i>[Signature]</i>	DD: <i>[Signature]</i>	

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 16 day of March, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Cooperative Martial Arts, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) beginner, intermediate/advanced martial arts program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on March 21<sup>st</sup>, 2007 and will meet thereafter with the termination date of this agreement being March 21<sup>st</sup>, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$50.00 per 8 week sessions Revenue Account No. 0001-580-5254-4721-09
3. **Payments To Contractor:**

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Nine Thousand Dollars (\$9,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$ \_\_\_\_\_ or 70 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: Martial Arts Instructor
- b. Name of class or activity: Beginner, Intermediate/ Advanced Martial Arts
- c. Day(s)/Date(s) Scheduled: Every Wednesday from March 21<sup>st</sup>, 2007 – March 21<sup>st</sup>, 2008
- d. Time Scheduled: 6:15pm -7:00 Beginners/ 7:05pm-7:50pm Intermediate/Advanced
- e. Location: Coconut Cove Waterpark and Recreation Center
- f. A minimum of 15 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
3/13/07 *[Signature]*

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

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

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

Marisa Bennett

PH: 561-274-1140 ext 204

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Cooperative Martial Arts, Inc.

CONTRACTOR'S Address: 21000 Boca Rio Road A 20 Boca Raton, FL 33433

CONTRACTOR'S Phone No. 561-218-5755

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

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

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**PALM BEACH COUNTY WITNESS**

Nancy E. Beale  
SIGNATURE

Nancy E. Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Marisa Bennett  
SIGNATURE

Marisa Bennett  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

[Signature]  
SIGNATURE

Russ Haas  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne Helgert  
COUNTY ATTORNEY

**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT: Russell S. Haas  
Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

*Initial next to all that apply and provide a brief explanation below:*

- |                          |                  |   |
|--------------------------|------------------|---|
| <input type="checkbox"/> | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients   |
| <input type="checkbox"/> | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| <input type="checkbox"/> | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults   |
| <input type="checkbox"/> | 741.30           | domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member |
| <input type="checkbox"/> | 782.04           | murder  |
| <input type="checkbox"/> | 782.07           | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child  |
| <input type="checkbox"/> | 782.071          | vehicular homicide  |
| <input type="checkbox"/> | 782.09           | killing an unborn child by injury to the mother   |
| <input type="checkbox"/> | 784.011          | assault, if the victim of offense was a minor   |
| <input type="checkbox"/> | 784.021          | aggravated assault  |
| <input type="checkbox"/> | 784.03           | battery, if the victim of offense was a minor   |
| <input type="checkbox"/> | 784.045          | aggravated battery  |
| <input type="checkbox"/> | 787.01           | kidnapping  |
| <input type="checkbox"/> | 787.02           | false imprisonment  |
| <input type="checkbox"/> | 787.04(2)        | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings  |
| <input type="checkbox"/> | 787.04(3)        | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person   |
| <input type="checkbox"/> | 790.115(1)       | exhibiting firearms or weapons within 1,000 feet of a school  |
| <input type="checkbox"/> | 790.115(2b)      | possessing an electric weapon or device, destructive device, or other weapon on school property   |
| <input type="checkbox"/> | 794.011          | sexual battery  |
| <input type="checkbox"/> | 794.041          | prohibited acts of persons in familial or custodial authority (former)  |
| <input type="checkbox"/> | Chapter 796      | prostitution  |
| <input type="checkbox"/> | Section 798.02   | lewd and lascivious behavior  |
| <input type="checkbox"/> | Chapter 800      | lewdness and indecent exposure  |
| <input type="checkbox"/> | Section 806.01   | arson   |
| <input type="checkbox"/> | Chapter 812      | felony theft and/or robbery   |
| <input type="checkbox"/> | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony   |
| <input type="checkbox"/> | 825.102          | abuse, aggravated abuse, or neglect of disabled adults or elderly persons   |
| <input type="checkbox"/> | 825.1025         | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult  |
| <input type="checkbox"/> | 825.103          | exploitation of disabled adults or elderly persons, if the offense was a felony   |



_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

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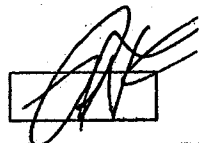
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The above statements are true and complete to the best of my knowledge.

INITIAL:



By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.

  
 \_\_\_\_\_  
 Applicant's Signature

12/11/06

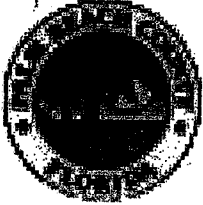
\_\_\_\_\_  
 Date

**OR**

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

\_\_\_\_\_  
 Applicant's Signature

\_\_\_\_\_  
 Date



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Russ Haas / East Coast School of Self Defense 130-52-7384  
 Name of Recreation Service Provider/Sports Official FEI/Social Security Number

1. Which service(s) are you interested in providing? Martial Arts Instruction

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2001 - present	Whispering Pines Elem	Melanie Magill
2001 - present	Bnai Torah	Adelle Weisblatt
2003 - present	Bnai Israel	Debbie Goldsmith / Cathy Davis

Scope of Work Contact #  
 Provide martial arts instruction to their students at their respective schools.

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 2001-2003	All Star Karate	N/A
1996-2001	Boca Best Karate	N/A

Scope of Work Contact #  
 Martial Arts Instruction

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 2003-2006 present	East Coast School of Self Defense	Russ + Mindy Haas 561-218-5755

<u>Scope of Work</u>	<u>Contact #</u>
Full time instruction and ownership/operation of martial arts school.	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
12/2004	3 <sup>rd</sup> Degree Black Belt American Kenpo Karate	Manny Reyes Sr. 305-696-0099
1986	B/A Oneonta State University Business/Economics/Educational Psychology	

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

Yes  No

If yes, give name and relationship.

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**BACKGROUND INFORMATION**

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: Russell Scott Haas  
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):  
\_\_\_\_\_

DATE OF BIRTH: 1964 August 31  
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black  White Asian  
Alaskan Native Unknown

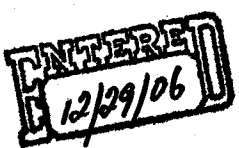
SEX: (PLEASE CIRCLE)  Male Female

SOCIAL SECURITY NUMBER 130-52-7384

ADDRESS: 9580 Everglades Pk In.  
NUMBER STREET APT#

CITY: Boca Raton STATE: FL

ZIP CODE: 33428



### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### APPLICANT DISCLOSURE (Please read carefully)

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT:

Mindy S. Haas

Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

Initial next to all that apply and provide a brief explanation below:

- Sections 393.135 relating to sexual misconduct with certain developmentally disabled clients
- 394.4593 relating to sexual misconduct with certain mental Health patients
- Sections 415.111 adult abuse, neglect, or exploitation of aged person or disabled adults
- 741.30 domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
- 782.04 murder
- 782.07 manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
- 782.071 vehicular homicide
- 782.09 killing an unborn child by injury to the mother
- 784.011 assault, if the victim of offense was a minor
- 784.021 aggravated assault
- 784.03 battery, if the victim of offense was a minor
- 784.045 aggravated battery
- 787.01 kidnapping
- 787.02 false imprisonment
- 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
- 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- 790.115(2b) possessing an electric weapon or device, destructive device, or other weapon on school property
- 794.011 sexual battery
- 794.041 prohibited acts of persons in familial or custodial authority (former)
- Chapter 796 prostitution
- Section 798.02 lewd and lascivious behavior
- Chapter 800 lewdness and indecent exposure
- Section 806.01 arson
- Chapter 812 felony theft and/or robbery
- Sections 817.563 fraudulent sale of controlled substances, if the offense was a felony
- 825.102 abuse, aggravated abuse, or neglect of disabled adults or elderly persons
- 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony



**BACKGROUND INFORMATION**

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: Mindy Sue HAAS  
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):

(Braunstein) last name

DATE OF BIRTH: 1963 October 28  
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black  White Asian  
Alaskan Native Unknown

SEX: (PLEASE CIRCLE) Male  Female

SOCIAL SECURITY NUMBER 114-60-9901

ADDRESS: 9580 Everglades Park Ln.  
NUMBER STREET APT#

CITY: Boca Raton STATE: FL

ZIP CODE: 33428



## CERTIFICATE OF INSURANCE

Guide to contractor's insurance agency on providing a Certificate of Insurance to the Parks & Recreation Department, Special Facilities and Beaches Division, OR Recreation Services Division.

FROM: P&R Facility – Cooperative Martial Arts, Inc.

TO: Palm Beach County Parks and Recreation – Coconut Cove Waterpark and Recreation Center

Your contract with the County requires you to provide proof of your current Commercial General Liability insurance coverage. Please provide a certificate of insurance from your insurance agency to show the coverage outlined in Exhibit \_\_\_\_\_ to your contract.

In addition to the specified limits of coverage, the insurance agency must fill-in each section of the certificate as indicated below:

1. **Producer:** Print the full name of the insurance agency, address and phone number.
2. **Coverage:** See Insurance Exhibit (attached).
3. **Insured:** Print the exact legal name of the Insured (i.e. the contractor), and mailing address.

☞ For lifeguards, swimming coaches/instructors, use the organization through which you are insured.

4. **Description:** The County must be named as an additional insured using this language, "*Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are included as an Additional Insured.*"

Add a reference line to read, **RE:** P&R Contract No. \_\_\_\_\_ ; and name of the Vendor/Contractor.

5. **Certificate Holder:**

Palm Beach County  
Board of County Commissioners  
c/o Parks & Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

Attn: *(will be provided by P&R with each contract)*

6. **Cancellation:** Insert "30" days.
7. **Authorized Signature:** The certificate should be signed by the insurance agent or an insurance company authorized representative. Electronic signatures are acceptable on computer generated certificates.

**NOTE: THE CERTIFICATE OF INSURANCE MUST BE RECEIVED BY THE PARKS AND RECREATION DEPARTMENT BEFORE THE START DATE OF CONTRACT.**



# CERTIFICATE OF INSURANCE

1336329

ISSUE DATE (MM/DD/YY)

3/13/07

**PRODUCER**  
 PHONE (A/C): 1-800-648-6406  
 K & K Insurance Group, Inc.  
 1712 Magnavox Way  
 P.O. Box 2338  
 Fort Wayne, In 46801

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.

### COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** NATIONWIDE MUTUAL INSURANCE CO  
 COMPANY LETTER **B**  
 COMPANY LETTER **C**

**INSURED**  
 COOPERATIVE MARTIAL ARTS INC  
 D/B/A EAST COAST SCHOOL OF SELF DEFENSE  
 21000 BOCA RIO RD A-20  
 BOCA RATON, FL 33433

### 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
A	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot. <input type="checkbox"/>	FWC0002018900	12:01AM 6/16/06	12:01AM 6/16/07	General Aggregate	\$ 2000
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ 1000
A	<b>Automobile Liability</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>	FWC0002018900	12:01AM 6/16/06	12:01AM 6/16/07	Combined Single Limit	\$ 1000
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	<b>Excess Liability</b> <input type="checkbox"/> <input type="checkbox"/> Other than Umbrella form				Each Occurrence	Aggregate
	<b>Workers' Compensation and Employers' Liability</b>				<b>Statutory</b>	
					\$	Each Accident
					\$	Disease-Policy Limit
					\$	Disease-Each Employee
A	<b>Participant Accident</b>	FWC0002018900	12:01AM 6/16/06	12:01AM 6/16/07	AD&D	\$ NONE
					Primary Medical	\$ NONE
					Excess Medical	\$ 25
					Weekly Indemnity	\$ X NONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

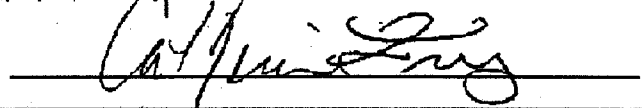
#### CERTIFICATE HOLDER

#### CANCELLATION

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
 C/O PARKS & RECREATION DEPT  
 2700 SOUTH AVE SOUTH  
 LAKEWORTH, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





MAIL TO: Palm Beach County  
 Board of County Commissioners  
 Purchasing Department  
 Attention: Vendor Registration Desk  
 50 South Military Trail, Suite 110  
 West Palm Beach, FL 33415-3199  
 Phone: (561) 616-6800 Fax: (561) 616-6811  
 Web Address: www.pbcgov.com/pur

(Vendor Code to be assigned by P.B.C.)

**VENDOR REGISTRATION FORM**

PLEASE TYPE OR PRINT IN BLACK INK

New Registration  Change of Information

Headquarters(Legal Name) of Company: Cooperative Martial Arts, Inc  
 (Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: \_\_\_\_\_  
 (List your D/B/A or fictitious name only if applicable.)

Organization Type: Individual  Company

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number? 20-0008923

1. Please list below your Headquarters address information: \_\_\_\_\_

Address: 21000 Boca Rton Rd A-20

City: Boca Raton State/Province: FL

Zip/Postal Code: 33433 Country: USA

Main Phone Number: 561-218-5755

Contact Name: Russell & Mandy Haas E-mail Address: ECSSD@adelphia.net  
 (E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-218-5755 Alternate Phone Number: \_\_\_\_\_

Contact Fax Number: 561-470-1309 Alternate Fax Number: \_\_\_\_\_

2. Please list below your payment address/accounts receivable department information addresses if necessary, or check here if  Same as Headquarters:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_ Alternate Fax Number: \_\_\_\_\_

3. Please list below your order processing department information and attach additional addresses if necessary, or check here if  Same as Headquarters:

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province: \_\_\_\_\_  
Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Main Phone Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
(E-mail Address may be used for Orders/Contracts)  
Contact Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_  
Contact Fax Number: \_\_\_\_\_ Alternate Fax Number: \_\_\_\_\_

4. Licenses and Certifications:

Palm Beach County Occupational License Number: HS5200  
(Contact the Palm Beach County Tax Collector's Office (561) 355-2272.)

List Others: Type: \_\_\_\_\_ Number: \_\_\_\_\_  
Type: \_\_\_\_\_ Number: \_\_\_\_\_

5. List Company Officers or Principals Who Are Palm Beach County Employees or are Related to Palm Beach County Employees:

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

6. List Company Officials:

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

7. Are you interested in being Certified as a Small Business Enterprise or a Minority-Owned Business? [ ] YES  
 NO  
For more information, please contact the Palm Beach County Office of Small/Minority/Women Business Assistance at (561) 616-6840

8. Affix Authorized Signature of Company Officer or Principal (Required for Registration):

Print Name: Russell S. Haas Title: President  
Signature: [Signature] Date: 12/13/06

This section is to be completed by Purchasing: Is this vendor interested in SBE or Minority Certification? [ ] YES [ ] NO  
If yes, date copy forwarded to OSBA: \_\_\_\_\_



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001300

DATE : 03/23/2007

**CONTRACT INFORMATION**  
Active

**ACCE1021170407523300A**

Certificate of Insurance

NAME : ACCELLEARN L.L.C.,  
VENDOR CODE: ACCE102117  
INSTRUCTOR: TECHNOLOGY WORKSHOP  
ACCOUNT NUMBER : 0001-580-5233-00-3422  
LOCATION: WEST JUPITER RECREATION CENTER  
PROGRAM: ICAMP PROGRAM

---

CONTRACT DATE : 03/23/2007  
START DATE : 04/02/2007  
END DATE : 04/07/2007

---

CONTRACT AMOUNT :	5,000.00	REVENUE AMOUNT:	5,000.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	5,000.00	AMOUNT LEFT :	5,000.00

---

**ASSIGNED CATEGORIES:**

TECHNOLOGY WORKSHOP 5,000.00 FLAT FEE

RECREATION SERVICES				
ACCOUNT: 0001-580-5233-3422	VENDOR CODE: ACCE102117	CONTRACT:		
MC:	PS: <i>[Signature]</i>	CC: <i>[Signature]</i>	CA: <i>a.d.</i>	DD: <i>pr</i>

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 23 day of March 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Accellearn LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Spring Break Teen iCamp program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on 4/2/07 and will meet thereafter with the termination date of this agreement being 4/7/07.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$100.00 per class. Revenue Account No. 0001-580-5233-4921-02.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of five thousand Dollars (\$5000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ 5000.00 or \_\_\_\_\_ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Technology Workshop/Day Camp
  - b. Name of class or activity: Spring Break Teen iCamp
  - c. Day(s)/Date(s) Scheduled: 4/2/07 - 4/6/07 Monday - Friday
  - d. Time Scheduled: 8:00 am to 5:00 pm
  - e. Location: West Jupiter Recreation Center
  - f. A minimum of 10 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
3/20/07 *[Signature]*

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

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

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

Raymond Johnson

PH: 561-747-3455

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

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

Director of Special Facilities & Beaches  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Accellearn LLC

CONTRACTOR'S Address: 7711 North Military Trail, Palm Beach Gardens 33410

CONTRACTOR'S Phone No. 561-630-6549

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

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

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Raymond Johnson  
SIGNATURE

Raymond Johnson  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Eli Cook  
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

\_\_\_\_\_  
COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)

**INDEPENDENT CONTRACTOR**

Shane Vander Kooi  
SIGNATURE

SHANE VANDER KOOI, DIRECTOR  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Delgant  
COUNTY ATTORNEY



### Summary of the icamp Program

icamp - Children's Technology Workshop provides adventures in Robotics, Animation, Digital Art & Video Game Design. icamp is all about facilitating a child's natural ability to imagine through individualized, hands-on, technology driven adventures. Our goal is to teach children how to be creative with technology while they have fun developing new skills, explore potential career paths and bring to life their very own icamp adventure. At icamp children choose from 10 great themes, including GameMaker Guru, Fashion Design, TeamF1, Animation Alive & Mission to Mars.

Campers work with highly-skilled and trained staff to select "adventures" that match their personal interests and abilities. Our programs allow almost unlimited choice to ensure each child is engaged, challenged to achieve their potential and above all, has FUN! Activities occur both on and off the computer both indoors and out. New for 2007: Daily tech-sports activities, including StepMania Dance Contests, Whacky Whiz Olympics, Virtual B-Ball, and an \*Aqua Adventure using the latest high-tech wireless enabled snorkel gear. And... we can't wait to roll out our brand new LEGO NXT Robots and GameMaker 3D!

Teen program sessions are conducted weekly for students aged 12-15 and structured programming will be delivered from 9 AM – 4 PM. The icamp team is managed by a Camp Director supported by trained Camp Instructors. Children's Technology Workshop adheres to a minimum 7:1 ratio of campers to instructors. All staff members have been pre-cleared through the Palm Beach County School District and have undergone background checks, including fingerprinting.

For more information visit [www.ctworkshop.com](http://www.ctworkshop.com) or call Shane Vander Kooi, Regional Director at 561-630-6549.



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

SHANE VANDER KOOI, DIR.

ACCELLEARN LLC.

DBA CHILDREN'S TECHNOLOGY WORKSHOP

Name of Recreation Service Provider/Sports Official

26-011-9000

FEI/Social Security Number

1. Which service(s) are you interested in providing? ICAMP - TECHNOLOGY  
DAYCAMP PROGRAM

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). SUMMER 2006	CHRIST FELLOWSHIP CHURCH CHILDREN'S DEPT.	DAVID FELBIG

<u>Scope of Work</u>	<u>Contact #</u>
DAY CAMP SUMMER PROGRAM - ICAMP	561-799-7603
VARIOUS - AGE 7-13.	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). SUMMER 2006	P.B.C.C. - CRSP PROGRAM PRIMETIME P.B. COUNTY INC.	SHARON SIMMONS KEVIN CARALDO

<u>Scope of Work</u>	<u>Contact #</u>
DAY CAMP SUMMER PROGRAM - ICAMP	561-868-3374.
VARIOUS - TEENS	561-659-4993

(C).

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

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2003 - PRESENT	ANNUAL FRANCHISE TRAINING/ CURRICULUM TRAINING	HANDS-ON I.T. CORP. CHILDREN'S TECH. WORKSHOP
JAN 2000 - AUG 2003	CURRICULUM DEV.	COMPUTER COLL. SC. FLA.
AUG 1994 - DEC 1999	COURSE DEV/OPERATIONS	ACADEMY OF LEARNING
ON THE JOB	TRAINING AND INTERNAL EDUCATION PROGRAMS	

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

Yes       No

If yes, give name and relationship.

**BACKGROUND INFORMATION**

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: R SHANE VANDER KOOI  
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):

ROBERT SHANE VANDER KOOI

DATE OF BIRTH: 1967 04 20  
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black  White Asian  
Alaskan Native Unknown

SEX: (PLEASE CIRCLE)  Male Female

SOCIAL SECURITY NUMBER 767 44 4533

ADDRESS: 645 36 ST.  
NUMBER STREET APT#

CITY: WEST PALM BEACH STATE: FL

ZIP CODE: 33407

ENTERED  
12/13/06

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
12-01-2006

**PRODUCER**  
INTERMARKET INS AGENCY, INC/PHS  
127245 P: (866)467-8730 F: (800)308-5459  
4401 MIDDLE SETTLEMENT RD  
NEW HARTFORD NY 13413

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
ACCELLEARN LLC DBA CTW  
7711 N MILITARY TRL  
PALM BEACH GARDENS FL 33410

INSURER A: Hartford Casualty Ins Co  
INSURER B: Twin City Fire Ins Co  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liab	12 SBM UA3936	01/17/07	01/17/08	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input checked="" type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	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) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	12 SBM UA3936	01/17/07	01/17/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	12 WEC PT2804	01/17/07	01/17/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

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

Those usual to the Insured's Operations. Certificate holder is also an Additional Insured per the Business Liability Coverage Form SS0008.

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: A

**CANCELLATION**

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PARK & RECREATION DEPT.  
2700 6th Ave. S.  
Lake Worth, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT:           R- SWANE VANDER KOOI            
Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

*Initial next to all that apply and provide a brief explanation below:*

- |       |                  |   |
|-------|------------------|---|
| _____ | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients   |
| _____ | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| _____ | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults   |
| _____ | 741.30           | domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member |
| _____ | 782.04           | murder  |
| _____ | 782.07           | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child  |
| _____ | 782.071          | vehicular homicide  |
| _____ | 782.09           | killing an unborn child by injury to the mother   |
| _____ | 784.011          | assault, if the victim of offense was a minor   |
| _____ | 784.021          | aggravated assault  |
| _____ | 784.03           | battery, if the victim of offense was a minor   |
| _____ | 784.045          | aggravated battery  |
| _____ | 787.01           | kidnapping  |
| _____ | 787.02           | false imprisonment  |
| _____ | 787.04(2)        | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings  |
| _____ | 787.04(3)        | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person   |
| _____ | 790.115(1)       | exhibiting firearms or weapons within 1,000 feet of a school  |
| _____ | 790.115(2b)      | possessing an electric weapon or device, destructive device, or other weapon on school property   |
| _____ | 794.011          | sexual battery  |
| _____ | 794.041          | prohibited acts of persons in familial or custodial authority (former)  |
| _____ | Chapter 796      | prostitution  |
| _____ | Section 798.02   | lewd and lascivious behavior  |
| _____ | Chapter 800      | lewdness and indecent exposure  |
| _____ | Section 806.01   | arson   |
| _____ | Chapter 812      | felony theft and/or robbery   |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony   |
| _____ | 825.102          | abuse, aggravated abuse, or neglect of disabled adults or elderly persons   |
| _____ | 825.1025         | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult  |
| _____ | 825.103          | exploitation of disabled adults or elderly persons, if the offense was a felony   |

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

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The above statements are true and complete to the best of my knowledge.

INITIAL:

S.

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.



Applicant's Signature

3-14-07

Date

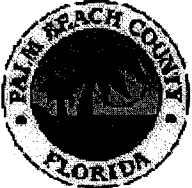
**OR**

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001302

DATE : 03/27/2007

**CONTRACT INFORMATION**  
Active

NEME00010407530200J

Certificate of Insurance

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

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CONTRACT DATE : 03/26/2007  
START DATE : 04/01/2007  
END DATE : 03/31/2008

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

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**ASSIGNED CATEGORIES:**

MASTER'S SWIM TEAM COACH 0.80 PCT



AQUATICS				
ACCOUNT: 0001-580- 5302-3422	VENDOR CODE:		CONTRACT:	
MC: <i>ga</i>	PS:	CC: <i>[Signature]</i>	CA: <i>a.w.</i>	DD: <i>DKL</i>

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 26 day of March, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Ken Nemet, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on April 1, 2007 and will meet thereafter with the termination date of this agreement being March 31, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$40.00 per Revenue Account No. 0001-580- 5302-4724-02
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Seven Thousand Dollars (\$7,000.00 ). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ \_\_\_\_\_ or 80 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Master's Swim Team Coach/Ken Nemet
  - b. Name of class or activity: United States Masters Swimming Program
  - c. Day(s)/Date(s) Scheduled: Monday-Thursday and Fridays/Saturdays as applicable
  - d. Time Scheduled: 6:00 P.M. – 7:30 P.M. (M-F)/8:00 A.M. – 9:30 A.M (Sat).
  - e. Location: Lake Lytal Family Aquatic Center, 3645 Gunclub Road, Wet Palm Beach, FL 33406
  - f. A minimum of 5 and a maximum of 60 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
3/22/06 *[Signature]*

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

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

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

Joe McNeeley

PH: 561-278-7104

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Ken Nemet

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

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

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

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

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**PALM BEACH COUNTY WITNESS**

Nancy E. Beale  
SIGNATURE

Nancy E. Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

J. T. McNeely  
SIGNATURE

Joseph T. McNeely  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

X [Signature] 3/21/07  
SIGNATURE

COACH KENNETH NEMET  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne Helgand  
COUNTY ATTORNEY

## **SCOPE OF SERVICES**

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

The CONTRACTOR shall provide these services during the term of this contract in compliance with all terms of the agreement. IF any conflict arises, this Scope of Services will supercede.

#### **A. Scope of Work**

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

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

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

CONTRACTOR shall be provided with and follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious incident or injury occur at the facility.

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

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR will be certified in American Red

Cross Safety Training for Swim Coaches; First Aid; CPR (equivalent or higher training) and a first aid kit will be made available at all times. Perform the services set forth herein in a competent, professional, safe and responsible manner with full regard for the safety of the participants as well as for the facility.

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

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

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

Adhere to all applicable COUNTY policies and procedures.

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

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

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

#### B. Use of Premises

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

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

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

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. The CONTRACTOR shall also close and secure the facility each evening if the program conclusion is after operational hours.

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

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

C. Personnel

The CONTRACTOR will not have any other personnel other than themselves as the coach.

D. Program Fees & Charges

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

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

E. Payments To Contractor

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

F. County payment of registration fees

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

G. Changes to existing contract

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

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

**HEAD COACH USMS SWIMMING  
SCOPE OF SERVICES**

**ATTACHMENT A**

**AQUATIC CHAIN OF COMMAND**

Lake Lytal Pool Manager – Joe McNeeley  
Office: (561) 278-7104  
Home: (561) 281-8955  
Email: [jmcneeley@pbcgov.com](mailto:jmcneeley@pbcgov.com)

Aquatic Program Coordinator – Jennifer Anglin  
Office: (561) 966-6632  
Home: (561) 588-3396

Aquatics Supervisor – Vacant

Aquatics Director – Dave Lill  
Office: (561) 966-6631

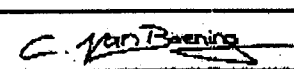


<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/23/2007
<b>PRODUCER</b> Risk Management Services, Inc. P.O. BOX 32712 Phoenix AZ 85064-2712 (602) 840-3234 (602) 274-9138		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> U.S. Masters Swimming etal Incl. LMSC's & Lake Lptal Masters / Attn: Ken Nemet 3645 Gwn Club Road West Palm Beach FL 33406		
		<b>INSURERS AFFORDING COVERAGE</b>
		<b>NAIC #</b>
		INSURER A: Great American Assurance Compa
		INSURER B: Nationwide Life Insurance
		INSURER C:
		INSURER D:
		INSURER E:

**COVERAGES**  
 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.

INER ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A Y	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	PAC0000566209803	1/1/2007	1/1/2008	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) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A Y	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	EXC0000566210003	1/1/2007	1/1/2008	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS ACC MED/DENTAL AD&D	0013679-25	1/1/2007	1/1/2008	MAXIMUM \$25,000 MAXIMUM \$5,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
The Board of County Commissioners 2700 6th Ave S. Lake Worth FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

## 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.

	USMS Member Coach	USA Swimming Coach	No Coach or Non-USMS Member coach
USMS Members workout	<ul style="list-style-type: none"> <li>• USMS Swimmer Covered</li> <li>• USMS Coach Covered</li> </ul>	<ul style="list-style-type: none"> <li>• USMS Swimmer Covered</li> <li>• USA Coach Covered</li> </ul>	No Coverage
USA Swimming Member in USMS workout	<ul style="list-style-type: none"> <li>• USA Swimmer NOT Covered</li> <li>• No protection for USMS Coach if USA Swimmer is injured</li> <li>• USMS Swimmers Covered</li> </ul>	<ul style="list-style-type: none"> <li>• USA Swimmer Covered</li> <li>• USA Coach Covered</li> <li>• USMS Swimmers Covered</li> </ul>	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"> <li>• USMS Swimmer Covered</li> <li>• USA Coach Covered</li> </ul>	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: PAC0000566209803 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 Lessors 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.



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

KEN NEMET  
Name of Recreation Service Provider/Sports Official

069. 32. 5752  
FEI/Social Security Number

1. Which service(s) are you interested in providing? \_\_\_\_\_  
U.S. MASTERS SWIM TEAM COACH

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) _____	<u>13 YEARS AS MASTERS SWIM COACH AT</u>	_____
_____	<u>LAKE LYTAL POOL</u>	_____

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

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

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

(C) Dates Agency/Company Representative

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Scope of Work Contact #

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
	21 YEARS EXP AS A SWIM COACH; USMS COACH	USS, COLLEGE,

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

Yes  No

If yes, give name and relationship.

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_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

<u>Description</u>	<u>Dates</u>
<i>NONE APPLY</i>	
_____	_____
_____	_____
_____	_____
_____	_____

The above statements are true and complete to the best of my knowledge.

INITIAL:

*KD*

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Applicant's Signature

*3/21/07*  
 \_\_\_\_\_  
 Date

**OR**

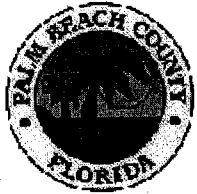
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

\_\_\_\_\_  
 Applicant's Signature

\_\_\_\_\_  
 Date



contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001301

DATE : 03/26/2007

**CONTRACT INFORMATION**  
Active

3DDI00010407530500E

Certificate of Insurance

NAME : 3D DIVING, INC.,  
VENDOR CODE: 3DDI0001  
INSTRUCTOR: COMPETITIVE DIVE COACH  
ACCOUNT NUMBER : 0001-580-5305-00-3422  
LOCATION: NORTH COUNTY AQUATIC COMPLEX  
PROGRAM: COMPETITIVE DIV

---

CONTRACT DATE : 03/26/2007  
START DATE : 04/01/2007  
END DATE : 03/31/2008

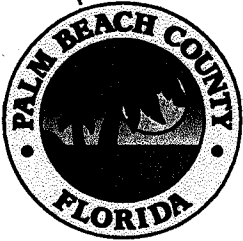
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CONTRACT AMOUNT : 50,000.00 REVENUE AMOUNT: 50,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 50,000.00 AMOUNT LEFT : 50,000.00

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**ASSIGNED CATEGORIES:**


COMPETITIVE DIVE COAC 0.80 PCT



**INTER-OFFICE COMMUNICATION**  
PARKS & RECREATION DEPARTMENT

Department of  
Parks and Recreation  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461  
(561) 966-6600  
Fax: (561) 963-6734  
www.pbcgov.com

**TO:** Bob Weisman  
County Administrator

**THRU:** Dennis Eshleman, Director   
Parks & Recreation Department  
Anne Helfant, Assistant County Attorney

**FROM:** Dave Lill, Director   
Aquatics Division

**DATE:** March 15, 2007

**RE:** INDEPENDENT CONTRACTOR AGREEMENTS

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Board Resolution R2002-2103 as amended by Resolution adopted by the Board of County Commissioners on 03/13/07, authorizes the County Administrator or the Director/Assistant Director of Parks and Recreation to execute standard independent contractor agreements for the provision of recreation instructors. Said resolutions require that the County Administrator approve any and all contracts totaling \$10,000 or greater. Contracts expected to total \$9,999.99 and less are to be approved by the Director/Assistant Director of Parks and Recreation.

Attached for your signature is a contract for a Competitive Diving program which represents total annual dollars in excess of the Director's approval authority.

3D Diving, Inc., North County Aquatic Complex \$50,000.00

Please execute the attached contract.

Thank you.

Palm Beach County  
Board of County  
Commissioners  
Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

<b>AQUATICS</b>				
ACCOUNT: 0001-580-5305-3422	VENDOR CODE:	CONTRACT:		
MC: <i>[Signature]</i>	PS:	CC: <i>[Signature]</i>	CA: <i>[Signature]</i>	DD: DHL

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 15 day of March, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and 3D Diving, Inc, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Competitive Dive Team program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on April 1, 2007 and will meet thereafter with the termination date of this agreement being March 31, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$145.00/\$120.00/\$85.00/\$60.00 per participant Revenue Account No. 0001-580-5305-4724-02
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Fifty Thousand Dollars (\$50,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$N/A or 80% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Competitive Dive Coach
  - b. Name of class or activity: Competitive Diving
  - c. Day(s)/Date(s) Scheduled: Monday through Friday and Saturday
  - d. Time Scheduled: 3:30 pm – 8:00 pm and 8:00 am – 12 pm
  - e. Location: North County Aquatic Complex
  - f. A minimum of 5 and a maximum of 65 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
3/5/07

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

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

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

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

Dennis Connolly, Facility Manager 1, North County Aquatic Complex PH: 561-745-0839

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: 3D Diving, Inc/ David Goodwin

CONTRACTOR'S Address: 215 Jones Creek Drive, Jupiter, FL 33458

CONTRACTOR'S Phone No. 561-222-3483

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

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

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**PALM BEACH COUNTY WITNESS**

Nancy E. Beale  
SIGNATURE

Nancy E. Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Dennis E. [Signature]  
DEPARTMENT DIRECTOR

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

**CONTRACTOR WITNESS**

Dennis Connolly  
SIGNATURE

DENNIS CONNOLLY  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

David A. Hood  
SIGNATURE

PRESIDENT 3D Diving, Inc.  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne DeLeon  
COUNTY ATTORNEY

## **SCOPE OF SERVICES**

**The basic requirements for the Head Coach (CONTRACTOR) are as follows:**

The CONTRACTOR shall provide these services during the term of this contract in accordance with its response to this Request for Proposals submitted to the COUNTY and in compliance with all terms of the subsequent agreement.

### Scope of Work

The CONTRACTOR has the responsibility of training divers in preparation for competitive programs. CONTRACTOR must organize and supervise the competitive diving program as well as instruct and train participants in competitive diving. CONTRACTOR is responsible for the preparation of daily training schedules; administration of training schedules, registering team and individual with US Diving; and technical instruction of competitive diving. Participants will be supervised during a variety of exercises, diving drills, dry land exercises and instructional sessions. CONTRACTOR will supervise divers at practices and meets; will oversee the entry of divers in sanctioned US Diving competition and represent the team as a delegate to the Florida Gold Coast Association of United States Diving.

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

Perform the services set forth herein in a competent, professional, safe and responsible manner with full regard for the safety of the participants as well as for the facility.

Immediately upon arrival at the facility, inspect the site prior to beginning any activity (if applicable and staff or another coach has not arrived prior). Prior to divers entering the water perform a water test with facilities test kit for chemical levels in the water, if chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, divers should not enter the pool. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR will be required to make Judgments regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Recreation Director.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Coaches; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

CONTRACTOR will provide a service capable of responding to public questions, program information and membership details.

CONTRACTOR will provide the facility manager with 10 days notice of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

CONTRACTOR will work with and maintain open dialogue with the facility manager, liaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by attending scheduled meetings and in general daily interaction.

CONTRACTOR will provide copies of newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than permitted practice times.

Adhere to all applicable COUNTY policies and procedures.

CONTRACTOR and CONTRACTOR'S staff shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide the facility manager a computer disk with registered US Diving members containing the following information: first name; last name; age; sex; skill group they are assigned and what monthly fees are to be assessed that diver. All changes to this information must be made monthly via computer disk and provided to the facility manager on the first of each month.

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

CONTRACTOR will secure necessary meet officials, and volunteers for the set up, running, take down and clean up for all meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-93-164-D)

#### Use of Premises

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



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

Ensure proper use and care of all equipment by CONTRACTOR, CONTRACTOR'S staff, and program participants.

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly storage areas that have been allocated for the competitive diving program. The CONTRACTOR shall open the facility each morning for the US Diving competitive diving program when utilizing the facility prior to the facility opening to the general public. The CONTRACTOR shall also close and secure the facility each evening if the program conclusion is after operational hours.

The Parks and Recreation Department will provide a work area (if necessary) for the Head Coach to utilize during program hours.

CONTRACTOR will inform the facility manager immediately of any equipment malfunction or failure.

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

#### Personnel

The CONTRACTOR will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relations concerns of the COUNTY. CONTRACTOR'S staff and pool staff will be crossed trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with facility management and staff, contributing to the harmony and productivity of the unit.

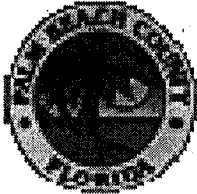
#### Program Fees & Charges

The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all program fees and charges from participants. All program fee and charges payments will be made payable to: **Board of County Commissioners**. The COUNTY will provide the CONTRACTOR with weekly reports updating participant's payment status. CONTRACTOR shall assist COUNTY with the collection of fees.

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

#### Payments to Contractor

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



**PALM BEACH COUNTY**  
 PARKS AND RECREATION DEPARTMENT

**SUMMARY OF QUALIFICATIONS**  
 RECREATION INSTRUCTORS & SPORTS OFFICIALS

3D Diving  
 Name of Recreation Service Provider/Sports Official

507-96-5474  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Diving

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 8/78 to 8/84	City of Lincoln Parks + Rec Dept	

<u>Scope of Work</u>	<u>Contact #</u>
<del>9/84 to 9/85</del> <u>Diving Coach</u>	<del>MISSION Viejo Co</del>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 9/84 to 9/85	MISSION Viejo Co.	Dr. Ron O'Brien

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

(C). Dates Agency/Company Representative  
9/85 to 9/91 Mission Bay Dr. Ken O'Brien

Scope of Work

Contact #

Diving Coach

94 TO PRESENT Palm Beach County Parks + REC

DIVING COACH

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

Dates

License/certification/education

Location/Instructor

SEE ATTACHED

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

Yes

No

If yes, give name and relationship.

Coach  
2007



USA DIVING

[Click Here to print this page.](#)

Member's Area

Membership Confirmation

- [Member Home](#)
- [My Info](#)
- [Change Password](#)
- [Logout](#)
- [Renew Online](#)
- [Search Members](#)

**Billing Info:** David Goodwin  
215 Jones Creek Drive  
Jupiter, FL 33458  
United States

**Member:** David Goodwin  
**Member ID:** 3589  
**Membership Type:** Coach Membership  
**Membership Status:** Pending  
**Registration Date:** 1/1/2007  
**Expiration Date:** 12/31/2007  
**Association:** Fla. Gold Coast  
**Club:** 3D Diving

**Date:** 12/20/2006  
**Order ID:** 12321  
**Card Type:** VISA  
**Credit Card No.:** XXXX XXXX XXXX 6609  
**Transaction ID:** VSHN0CEB1586  
**Authorization No.:** 05545A

Order Items:

Item	Quantity	Price	Amount
Coach Membership - (David Goodwin)	1	\$150.00	\$150.00
<b>Tax:</b>			\$0.00
<b>Shipping:</b>			\$0.00
<b>Processing Fee:</b>			\$2.95
<b>Total:</b>			<b>\$152.95</b>

Other Membership Benefits

\* Choice Hotels Savings Card

Member Login Information

[Click Here to Login](#)

Username: 3589  
Password: 3ddiving

\*NOTE - All Passwords are case sensitive!



### Membership Card

<p><b>Membership Number 11-3589</b></p> <p>This card certifies that David Goodwin</p> <p>Is a Coach Member in good standing with United States Diving, Inc., and is entitled to all benefits and privileges of such membership. At the date of issue the named coach member has exhibited current certification in the USD Safety Certification program, American Red Cross First Aid or equivalent, and American Red Cross CPR or equivalent.</p> <p>Coach Membership Membership Expires 12/31/2007</p>
--

**UNITED STATES DIVING**  
 National Office Address:  
 Pan American Plaza, Suite 430  
 201 South Capitol Avenue  
 Indianapolis, IN 46225  
 317-237-5252



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**USA Diving**



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Club  
2007



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### Club Membership Confirmation

**Billing Info:** 3D Diving  
215 Jones Creek Drive  
Jupiter, FL 33458  
United States

**Date:** 11/15/2006  
**Order ID:** 11911  
**Card Type:** VISA  
**Credit Card No.:** XXXX XXXX X  
6609  
**Transaction ID:** VSHN0C47189C  
**Authorization No.:** 01568A

**Club ID:** 878  
**Club Info:** 3D Diving  
215 Jones Creek Drive  
Jupiter, FL 33458  
**Membership Dates:** 11/15/2006 -  
12/31/2007  
**Membership Status:** Current

**Order Items:**

Item	Quantity	Price	Am
Club Membership -- (3D Diving)	1	\$150.00	\$
		<b>Tax:</b>	
		<b>Shipping:</b>	
		<b>Processing Fee:</b>	
		<b>Total:</b>	\$1

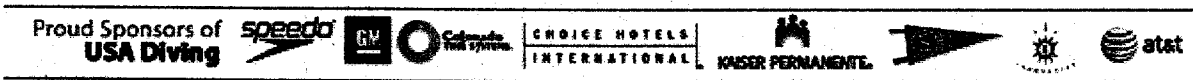


**Association Rep Login Information**

[Click Here to Login](#)

**User Name/ID:** 13957  
**Password:** goo234

\*NOTE - Password is case sensitive!



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Powered by

**American  
Red Cross**



*Together, we can save a life*

This recognizes that

David Goodwin  
has completed the requirements for  
CPR/AED--Adult and CPR--Child and Infant

conducted by

Greater Palm Beach Area  
Date completed 2/11/2007  
The American Red Cross recognizes this certificate  
as valid for 1 year(s) from completion date.

**American  
Red Cross**



*Together, we can save a life*

This recognizes that

David Goodwin  
has completed the requirements for  
Standard First Aid

conducted by

Greater Palm Beach Area  
Date completed 2/11/2007  
The American Red Cross recognizes this certificate  
as valid for 3 year(s) from completion date.



United States Diving, Inc.



presents this

*SAFETY TRAINING FOR COMPETITIVE DIVING COACHES*

certificate of completion to

DAVE GOODWIN

*In recognition of passing U.S. Diving risk management, injury control, emergency response and care requirements*

*KNOWLEDGE DEMONSTRATED*

*Written Examination*

*Warn of Inherent Risks*

*Keep Records*

*Proper Planning*

*Provide a Safe Physical Environment*

*Provide Proper Equipment*

*Supervision*

*Proper Instruction*

*Know Divers' Skills and Limitations*

*Provide Emergency Response & First Aid Care*

*for Injuries Specific to Competitive Diving*

*Maintaining Current Competencies*

12/31/2007

*Expiration Date*

*Option B - On Deck*

*Knowledge of Rescue and Spinal Injury*

*Management*

*Assisting Rescues Within Physical Limitation of Participant*

*Knowledge of Rescue Procedures*

*Knowledge of Deep Water Backboarding Procedures*

*(In Water Physical Skills Not Demonstrated)*

*President, Dave Burgering*

**CERTIFICATE OF INSURANCE**

1334250

ISSUANCE DATE (MM/DD/YY)  
3/07/07

**PRODUCER**

K & K Insurance Group, Inc.  
1712 Magnavox Way  
P.O. Box 2338  
Fort Wayne, In 46801

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.

**COMPANIES AFFORDING COVERAGE**

**INSURED**

USA DIVING, INC., UNITED STATES DIVING FOUNDATION, INC. AND ITS MEMBER CLUBS  
201 SOUTH CAPITOL, SUITE 430  
INDIANAPOLIS, IN 46225

COMPANY LETTER **A** NATIONWIDE LIFE INSURANCE COMPANY  
COMPANY LETTER **B** GREAT AMERICAN ASSURANCE COMPANY  
COMPANY LETTER **C**

**COVERAGES**

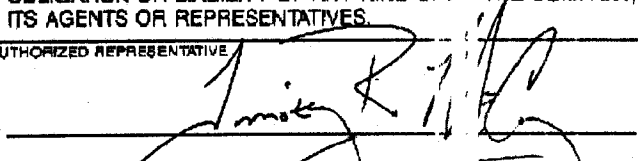
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
B	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot.	GLO0568996202	12:01AM 12/31/06	12:01AM 12/31/07	General Aggregate	\$ NONE
					Products-Comp/Ops/Agg	\$ 1000
					Personal & Advertising Inj	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one ft)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ 1000
	<b>Automobile Liability</b> <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 <input type="checkbox"/> Garage Liability				Combined Single Limit \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$	
	<b>Excess Liability</b> <input type="checkbox"/> Other than Umbrella form				Each Occurrence \$ Aggregate \$	
	<b>Workers' Compensation and Employers' Liability</b>				Statutory \$ per Accident \$ per Case-Policy Limit \$ per Case-Each Employee	
A	<b>Participant Accident</b>	SPX0002465800	12:01AM 12/31/06	12:01AM 12/31/07	AD&D 25 Primary Medical NONE Excess Medical 25 Weekly Indemnity X NONE	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

CLUB: 3D DIVING EFF. DATE: 3/07/07  
 LOCATION: 861 TONEY PENNA DR, JUPITER, FL 33458 \*CERTIFICATE HOLDER IS AN ADDITIONAL INSURED AS RESPECTS TO THE LIABILITY ARISING FROM THE NAMED INSURED

**CERTIFICATE HOLDER**  
  
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
 2700 6TH AVE SOUTH  
 LAKE WORTH, FL  
  
 THIS VOIDS/REPLACES CERT.#1334226.

**CANCELLATION**  
  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
  
 AUTHORIZED REPRESENTATIVE  


2/10/07  
*Dave [Signature]*

**3D DIVING April 2007 to March 2008**

**Proposal to Palm Beach County Parks and Recreation Department**

**JUNIOR OLYMPIC PROGRAM TIMES and DAYS**

JO4E is Junior Olympic Divers of Elementary Age and Ability

JO4MSHS is Junior Olympic Divers of Middle School and High School Age and Ability

JO3/N is Junior Olympic Divers of Mixed Ages, Abilities and Number of Times Per Week

0708Proposal

**April 2007 to May 2007**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
3:15-4:45	JO4E		JO4E		JO4E/3	JO4E/3	9:00-10:30
4:45-6:15	JO4MSHS		JO4MSHS		JO4MSHS	JO4MSHS	10:30-12:00
6:15-7:00	JO3/N		JO3/N				

**June 2007 to July 2007 (SUMMER)**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
4:15-5:45	JO4E		JO4E		JO4E/3	JO4E/3	9:00-10:30
5:45-7:15	JO4MSHS		JO4MSHS		JO4MSHS	JO4MSHS	10:30-12:00
7:15-8:00	JO3/N		JO3/N				

**August 2007 to March 2008**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
3:15-4:45	JO4E		JO4E		JO4E	JO4E	9:00-10:30
4:45-6:15	JO4MSHS		JO4MSHS		JO4MSHS	JO4MSHS	10:30-12:00
6:15-7:45	JO3	JO3	JO3				

**NOVICE AND LESSON PROGRAM TIMES and DAYS**

**April 2007**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3:15-4:00		Novice 1		Novice 1		
4:00-4:45		Novice 2		Novice 2		
4:45-5:30		Lesson 1		Lesson 1		
5:30-6:15		Lesson 2		Lesson 2		
6:15-7:00		Lesson 3		Lesson 3		

**May 2007**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3:15-4:00		Novice 1		Novice 1		
4:00-4:45		Novice 2		Novice 2		
4:45-5:30		Novice 3		Novice 3		
5:30-6:15		Lesson 1		Lesson 1		
6:15-7:00		Lesson 2		Lesson 2		

**June 2007 to July 2007 (SUMMER)**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
4:15-5:00		Novice 1		Novice 1		
5:00-5:45		Novice 2		Novice 2		
5:45-6:30		Novice 3		Novice 3		
6:30-7:15		Lesson 1		Lesson 1		
7:15-8:00		Lesson 2		Lesson 2		

**August 2007 to March 2008**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3:15-4:00		Novice 1		Novice 1		
4:00-4:45		Novice 2		Novice 2		
4:45-5:30		Novice 3		Novice 3		
5:30-6:15		Novice 4		Novice 4		
6:15-7:00				Lesson 1		

2/10/07  
*David Good*

**3D DIVING April 2007 to March 2008**  
**Proposal to Palm Beach County Parks and Recreation Department**  
**FINANCIAL PROJECTIONS**

**April 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	16	\$ 145.00	\$ 1,856.00
JO3	3	\$ 120.00	\$ 288.00
Novice	13	\$ 85.00	\$ 884.00
Lessons	10	\$ 60.00	\$ 480.00
<b>Monthly Total</b>			<b>\$ 3,508.00</b>

**May 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	16	\$ 145.00	\$ 1,856.00
JO3	3	\$ 120.00	\$ 288.00
Novice	14	\$ 85.00	\$ 952.00
Lessons	10	\$ 60.00	\$ 480.00
<b>Monthly Total</b>			<b>\$ 3,576.00</b>

**June 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	16	\$ 145.00	\$ 1,856.00
JO3	3	\$ 120.00	\$ 288.00
Novice	18	\$ 85.00	\$ 1,224.00
Lessons	12	\$ 60.00	\$ 576.00
<b>Monthly Total</b>			<b>\$ 3,944.00</b>

**July 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	16	\$ 145.00	\$ 1,856.00
JO3	3	\$ 120.00	\$ 288.00
Novice	18	\$ 85.00	\$ 1,224.00
Lessons	12	\$ 60.00	\$ 576.00
<b>Monthly Total</b>			<b>\$ 3,944.00</b>

**August 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	16	\$ 145.00	\$ 1,856.00
JO3	6	\$ 120.00	\$ 576.00
Novice	22	\$ 85.00	\$ 1,496.00
Lessons	6	\$ 60.00	\$ 288.00
<b>Monthly Total</b>			<b>\$ 4,216.00</b>

**September 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	18	\$ 145.00	\$ 2,088.00
JO3	8	\$ 120.00	\$ 768.00
Novice	22	\$ 85.00	\$ 1,496.00
Lessons	6	\$ 60.00	\$ 288.00
<b>Monthly Total</b>			<b>\$ 4,640.00</b>

**October 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	18	\$ 145.00	\$ 2,088.00
JO3	8	\$ 120.00	\$ 768.00
Novice	22	\$ 85.00	\$ 1,496.00
Lessons	3	\$ 60.00	\$ 144.00
<b>Monthly Total</b>			<b>\$ 4,496.00</b>

**November 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	18	\$ 145.00	\$ 2,088.00
JO3	8	\$ 120.00	\$ 768.00
Novice	22	\$ 85.00	\$ 1,496.00
Lessons	3	\$ 60.00	\$ 144.00
<b>Monthly Total</b>			<b>\$ 4,496.00</b>

**December 2007**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	18	\$ 145.00	\$ 2,088.00
JO3	8	\$ 120.00	\$ 768.00
Novice	22	\$ 85.00	\$ 1,496.00
Lessons	3	\$ 60.00	\$ 144.00
<b>Monthly Total</b>			<b>\$ 4,496.00</b>

**January 2008**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	18	\$ 145.00	\$ 2,088.00
JO3	8	\$ 120.00	\$ 768.00
Novice	18	\$ 85.00	\$ 1,224.00
Lessons	0	\$ 60.00	\$ -
<b>Monthly Total</b>			<b>\$ 4,080.00</b>

**February 2008**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	18	\$ 145.00	\$ 2,088.00
JO3	8	\$ 120.00	\$ 768.00
Novice	18	\$ 85.00	\$ 1,224.00
Lessons	0	\$ 60.00	\$ -
<b>Monthly Total</b>			<b>\$ 4,080.00</b>

**March 2008**

	# of Divers	Fee	Total - 20%
JO5	0	\$ 180.00	\$ -
JO4	18	\$ 145.00	\$ 2,088.00
JO3	8	\$ 120.00	\$ 768.00
Novice	18	\$ 85.00	\$ 1,224.00
Lessons	3	\$ 60.00	\$ 144.00
<b>Monthly Total</b>			<b>\$ 4,224.00</b>

**Estimated Contract Total \$ 49,700.00**

**BACKGROUND INFORMATION**

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: David A. Goodwin  
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):  
\_\_\_\_\_

DATE OF BIRTH: 60 10 01  
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black  White Asian  
Alaskan Native Unknown

SEX: (PLEASE CIRCLE)  Male Female

SOCIAL SECURITY NUMBER 507-96-5474

ADDRESS: 215 JONES CREEK DR  
NUMBER STREET APT#

CITY: Jupiter STATE: FL

ZIP CODE: 33458



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT: David Goodwin  
*Please print complete name*

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/ with Palm Beach County Parks and Recreation Department.

*Initial next to all that apply and provide a brief explanation below.*

- Sections 415.11 adult abuse, neglect, or exploitation of aged person or disabled adults
- 741.28 domestic violence
- 782.04 murder
- 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- 782.071 vehicular homicide
- 782.09 killing an unborn child by injury to the mother
- 784.011 assault, if the victim of offense was a minor
- 784.021 aggravated assault
- 784.03 battery, if the victim of offense was a minor
- 784.045 aggravated battery
- 787.01 kidnapping
- 787.02 false imprisonment
- 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
- 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Sections 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- 790.115(2b) possessing an electric weapon or device, destructive device, or other weapon on school property
- 794.011 sexual battery
- Former Section 794.041 prohibited acts of persons in familial or custodial authority
- Chapter 796 prostitution
- Section 798.02 lewd and lascivious behavior
- Chapter 800 lewdness and indecent exposure
- Section 806.01 arson
- Chapter 812 felony theft and/or robbery
- Sections 817.563 fraudulent sale of controlled substances, if the offense was a felony
- 825.102 abuse, aggravated abuse, or neglect of disabled adults or elderly persons
- 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
- 826.04 incest


_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____ Chapter	847	obscene literature
_____ Section	874.05(1)	encouraging or recruiting another to join a criminal gang
_____ Chapter	893	drug abuse prevention and control only if the offense was felony or if any other person involved in the offense was a minor
_____ Section	985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above statements are true and complete to the best of my knowledge. INITIAL:

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.


03/07/07

Applicant's Signature
Date

**OR**

By signing this section, I declare that my record may contain one or more of the foregoing disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature
Date