

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2008

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Independent Contractor Agreements received during the month of March.

- A) Ken Nemet, United States Master's Swim Team Coach, Lake Lytal Pool. (NEME00010408530200K);
- B) Cooperative Martial Arts, Inc., Martial Arts Instructor, Coconut Cove Recreation Center. (COOP1090390308525400B);
- C) 3D Diving, Inc., Competitive Diving Team Coach, North County Aquatic Complex. (3DDI00010408530500F).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. Districts 1, 2 and 5 (AH)

Background and Justification: A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachment: Independent Contractor Agreements (3)

Recommended by: _____

Department Director

Date

4/16/08

Approved by: _____

Assistant County Administrator

Date

5/5/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>18,146</u>	<u>6,854</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(23,333)</u>	<u>(9,167)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(5,187)</u>	<u>(2,313)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 0001 Department 580 Unit various
Object 3422/Revenue Source 4721/4724 Program N/A

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

	Contractor	FY2008		FY2009	
		Revenue	Expense	Revenue	Expense
A	Ken Nemet	\$4,375	\$3,500	\$4,375	\$3,500
B	Cooperative Martial Arts, Inc.	\$5,208	\$3,646	\$4,792	\$3,354
C	3D Diving, Inc.	\$13,750	\$11,000		
	Totals	\$23,333	\$18,146	\$9,167	\$6,854

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

atwillhite 4.30.08
OFMB
SW 4/28/08 CN 4/28/08

Jim J. Powell 5/1/08
Contract Development and Control
EJP 5/1/08

B. Legal Sufficiency:

Anne Delgado 5/1/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001357

DATE : 03/24/2008

CONTRACT INFORMATION

Active

NEME00010408530200K

Certificate of Insurance

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

CONTRACT DATE : 03/20/2008
START DATE : 04/01/2008
END DATE : 03/31/2009

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

ASSIGNED CATEGORIES:

MASTER'S SWIM TEAM COACH

0.80 PCT

AQUATICS			
ACCOUNT: 0001-580-5302-3422	VENDOR CODE:	CONTRACT: <u>NEME00010408530200K</u>	
MC: <u>[Signature]</u>	PS:	CC: <u>[Signature]</u>	CA: <u>A.H.</u> DD: <u>DHL</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 20 day of March 2008, 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, 2008 and will meet thereafter with the termination date of this agreement being March 31, 2009.
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. 0001-580-5302-472402.

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). 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 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: Master's Swim Team Coach
- b. Name of class or activity: United States Masters Swimming Program
- c. Day(s)/Date(s) Scheduled Monday- Thursday & Saturday/ Fridays as applicable
- d. Time Scheduled: 6:00 P.M.-7:30P.M. (M-F) 8:00 A.M- 9:30 A.M.(Sat)
- e. Location: Lake Lytal Family Aquatic Center, 3645 Gun Club Road, West 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
3/13/08

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:

Jason Walsh

PH: 561-684-2685

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

SIGNATURE

NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Jason Walsh
SIGNATURE

Jason Walsh
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Ed Cole
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

Kenneth Nemet
SIGNATURE

KENNETH NEMET COACH
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgent
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. The indemnification statement shall not apply to claims by the Contractor against the County for the County's failure to perform under this agreement. If any conflict arises, this Scope of Services will supercede.

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.

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 Attachment 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

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 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 applicable COUNTY policies and procedures (www.pbcgov.com Select Government, Select Policies and Procedures Manual).

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 business day 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 and left clean.

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/21/08
PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712		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.
INSURED LAKE LYTAL MASTERS United States Masters Swimming etal Incl. LMSC's KEN NEMET 3645 GUN CLUB ROAD WEST PALM BEACH, FL 33406		
		INSURERS AFFORDING COVERAGE
		INSURER A: National Casualty Company
		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.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6LKKO000000196700	01/01/08	01/01/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Participant Legal				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Liability Included				GENERAL AGGREGATE	\$ None
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	6LXKO000000197200	01/01/08	01/01/09	EACH OCCURRENCE	\$ 9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 9,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
B	OTHER				MAXIMUM	\$ 5,000
	AD&D	0013679-25	01/01/08	01/01/09	MAXIMUM	\$ 25,000
B	XS ACC MED/DENTAL	0013679-25	01/01/08	01/01/09		\$

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.	

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Palm Beach County Board of County Commissioners 2700 6th Ave Lake Worth , FL 33461 USA			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 <i>Carolyn J. Blumit</i>

COVERAGE HIGHLIGHTS

ADDITIONAL NAMED INSURED:

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

DEFINITIONS:

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

INSURED ACTIVITIES:

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

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

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

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

POLICY NUMBER: 6LKKO000000196700 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**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number 069-32-5752

Full Name (print) Kenneth John Nemet Sex Male Race

Date of Birth 7/31/36 Driver's License No.

Address 3265 EL CAMINO REAL

City WEST PALM BEACH State FL Zip 33409

I, Kenneth Nemet, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: Ken Nemet Date: 2/21/08

Signature: [Signature]





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Ken Nemet
Name of Recreation Service Provider/Sports Official

- - - - -
FEI/Social Security Number

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

masters swim team coach

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A).		
	13 years as your masters coach at	
	Lake Lytal Pool	

<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>

<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>
21 years	Exp as swim coach - USS; college; masters coach	

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.

HEAD COACH USMS SWIMMING
SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

Lake Lytal Pool Manager – Jason Walsh
Jwalsh1@pbcgov.com
Office: (561) 684-2685

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

Aquatics Supervisor – Laurie Schobelock
Office: (561) 966-6629

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

**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:

KENNETH JOHN NEMET

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 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
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_____ 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
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_____ 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

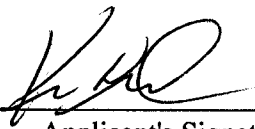
NONE APPLY

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

2/21/08

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 Dept.

DATE : 03/24/2008

Contract Tracking System 0000001358

CONTRACT INFORMATION
Active

COOP1090390308525400B

Certificate of Insurance

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

CONTRACT DATE : 03/20/2008
START DATE : 03/26/2008
END DATE : 03/26/2009

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

ASSIGNED CATEGORIES:

MARTIAL ARTS

0.70 Pct

AQUATICS DIVISION				
ACCOUNT: 0001-580-5254-3422		VENDOR CODE: COOP109039		CONTRACT: 0001-580-5254-3422
MC: <i>HL</i>	PS: <i>AW</i>	CC: <i>J</i>	CA: <i>a.w.</i>	DD: <i>DHL</i>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 20 day of March, 2008, 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 26, 2008 and will meet thereafter with the termination date of this agreement being March 26, 2009.
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 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 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, 2008 – March 21, 2009
 - d. Time Scheduled: 6:15 PM - 7:00 PM (Beginner), 7:05 PM – 7:50 PM (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
3/7/08

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:

Hugo Montenegro

PH: 561-274-1140 ext. 205

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

SIGNATURE

NAME (TYPE OR PRINT)

PALM BEACH COUNTY



DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS




SIGNATURE

HUGO MONTENEGRO

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR



SIGNATURE

Mindy S. Heath / President

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



COUNTY ATTORNEY



Cooperative Martial Arts
D.B.A East Coast School of Defense
21000 Boca Rio Road Suite A-20
Boca Raton, FL 33433
(561) 218-5755
www.eastcoastkenpo.com

SCOPE OF SERVICE

Cooperative Martial Arts will be providing martial arts classes from March 26, 2008 thru March 26, 2009 from 6:15 – 7:50 PM for ages 6 and up. Students can expect to learn a variety of skills such as self respect, self confidence and self control. The cost of the programs is \$50.00 every 8 weeks with Cooperative Martial Arts receiving 70% of the revenue. Classes will be supplied with all necessary equipment including hand targets and body shields. Students will have the option of purchasing their own uniforms.

Russell Haas

JCB

ACORD CERTIFICATE OF LIABILITY INSURANCE				1451484	DATE (MM/DD/YYYY) 3/13/08
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.		
INSURED COOPERATIVE MARTIAL ARTS D/B/A EAST COAST SCHOOL OF SELF DEFENSE 21000 BOCA RIO RD A-20 BOCA RATON, FL 33433			INSURERS AFFORDING COVERAGE		NAIC #
COVERAGES			INSURER A: NATIONWIDE MUTUAL INSURANCE CO		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
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 ADD'L LTR INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	FWC0002817300	12:01AM 6/16/07	12:01AM 6/16/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000 Part Lgl Liab
A	AUTOMOBILE LIABILITY <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	FWC0002817300	12:01AM 6/16/07	12:01AM 6/16/08	COMBINED SINGLE LIMIT (EA accident) \$ 1000000 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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Participant Accident	FWC0002817300	12:01AM 6/16/07	12:01AM 6/16/08	AD&D NC Primary Medical NC Excess Medical 25000 Weekly Indemnity NK
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED.					

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PARKS AND RECREATION DEPT. 2700 SOUTH AVE SOUTH LAKEWORTH, FL 33461 (LANDLORD/EVENT SITE)	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

ACORD 25 (2001/08)

ACORD CORPORATION 1998

**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. Haar

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
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<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 an elderly 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
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<input type="checkbox"/> 787.02	false imprisonment
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<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
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<input type="checkbox"/> 790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
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<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
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_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
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_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
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_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

Description

Dates

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

INITIAL:

USM

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.

US / S. R. Lee
Applicant's Signature

3/5/08

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**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number 114-60-9901

Full Name (print) Mindy S. Haas Sex F Race White

Date of Birth 10/20/63 Driver's License No. H200-JJ7-63-8880

Address 9580 Everglades Pk Ln

City Boca Raton State FL Zip 33428

I, Mindy S. Haas, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: Mindy S. Haas Date: 3/4/08

Signature: [Signature]



**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 an elderly 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

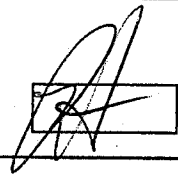
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

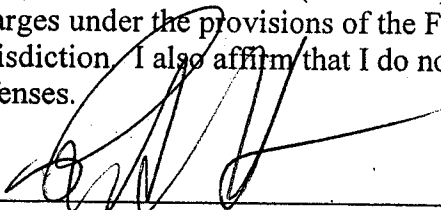
Dates

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

3/5/08

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**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number 130-52-7384

Full Name (print) Russell S Haar Sex M Race White

Date of Birth 8/31/64 Driver's License No. H200-737-64-311-0

Address 9580 Everglades PK Ln

City Boca Raton State FL Zip 33428

I, Russell Haar, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

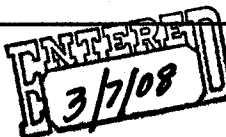
- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: Russell S. Haar

Date: 3/4/08

Signature: x [Signature]



**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:

Gary Rosenberg
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 an elderly 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

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

INITIAL:

Bak

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.

Gary Rosenberg
Applicant's Signature

2/14/08
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**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number 067-56-4821

Full Name (print) Gary A. Rosenberg Sex M Race

Date of Birth 09/05/1960 Driver's License No. R251-281-60-325-0

Address 21161 Via Ventura

City Boca Raton State FL Zip 33433

I, Gary Rosenberg, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

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Print Name: Gary Rosenberg Date: 02/14/08

Signature: Gary Rosenberg



**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: Justin Rosenberg
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.

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<input type="checkbox"/>	782.04	murder
<input type="checkbox"/>	782.07	manslaughter, aggravated manslaughter of an elderly 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
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<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
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<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
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_____	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

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

INITIAL:

JK

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.

[Signature]
Applicant's Signature

02/20/08
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**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number 053-70-4930

Full Name (print) Justin L. Rosenberg Sex M Race white

Date of Birth 11/20/84 Driver's License No. R251-432-84-420-0

Address 21161 Via Ventura

City Boca Raton State FL Zip 33433

I, Justin L. Rosenberg, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

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Print Name: Justin L. Rosenberg Date: 02/20/08

Signature: [Signature]





**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number _____

Full Name (print) SKylar Dylan Haas Sex F Race White

Date of Birth 2/14/92 Driver's License No. _____

Address 9580 Everglades Park Ln

City Boca Raton State FL Zip 33428

I, SKylar Haas, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

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Print Name: SKylar Haas Date: 2/26/08

Signature: SKylar Haas



**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:

Skylar Dylan 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.

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<input type="checkbox"/> 394.4593	relating to sexual misconduct with certain mental Health patients
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<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
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<input type="checkbox"/> 782.07	manslaughter, aggravated manslaughter of an elderly 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
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<input type="checkbox"/> 784.03	battery, if the victim of offense was a minor
<input type="checkbox"/> 784.045	aggravated battery
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<input type="checkbox"/> 790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
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<input type="checkbox"/> Section 806.01	arson
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<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
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_____	Chapter 847	obscene literature
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_____	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

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

INITIAL:

 JH

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.

Skylar Haas
Applicant's Signature

2-26-08

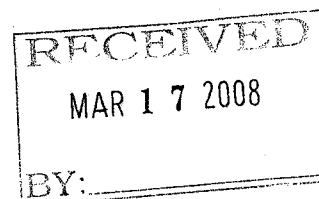
Date

OR

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Applicant's Signature

Date



INTER-OFFICE COMMUNICATION
PARKS & RECREATION DEPARTMENT

**Department of
Parks and Recreation**
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-7050
www.pbcpcparks.com



**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria


County Administrator


Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*



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 13, 2008

RE: **INDEPENDENT CONTRACTOR AGREEMENTS**

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 USA Competitive Swimming program which represents total annual dollars in excess of the Director's approval authority.

3D Diving, Inc., Competitive Diving Team, North County Aquatic Complex
\$11,000.00

Please execute the attached contract.

Thank you.



Palm Beach County
Parks and Recreation Dept.

DATE : 03/28/2008

Contract Tracking System 0000001359

CONTRACT INFORMATION

Active

3DDI00010408530500F

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 : 03/14/2008
START DATE : 04/01/2008
END DATE : 06/30/2008

CONTRACT AMOUNT :	11,000.00	REVENUE AMOUNT:	11,000.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	11,000.00	AMOUNT LEFT :	11,000.00

ASSIGNED CATEGORIES:

COMPETITIVE DIVE COACH

0.80 PCT

AQUATICS				
ACCOUNT: 0001-580-5305-3422	VENDOR CODE:		CONTRACT:	
MC: <u>JA</u>	PS: <u>SCA</u>	CC: <u>SP</u>	CA: <u>A.9d</u>	DD: <u>DHL</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 14 day of March, 2008, 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, 2008 and will meet thereafter with the termination date of this agreement being June 30, 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 Eleven Thousand Dollars (\$11,000.00). 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
3/11/08

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


SIGNATURE _____

NAME (TYPE OR PRINT) _____

PALM BEACH COUNTY

DHL


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR


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

CONTRACTOR WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

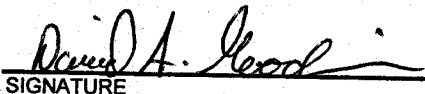
INDEPENDENT CONTRACTOR

SIGNATURE

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.


COUNTY ATTORNEY


David A. Goodwin, President-3D Diving,
INC

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 judgements 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 14 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.

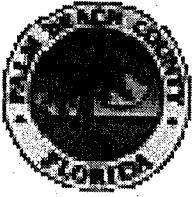
Program Fees & Charges

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 participants 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 Inc.
Name of Recreation Service Provider/Sports Official

-
FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>1980-1984</u>	<u>Lincoln Parks+ Rec Dept.</u>	<u>Dave White</u>

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

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). <u>1984-1985</u>	<u>Mission Viejo Corporation</u>	<u>Dr. Ron O'Brien</u>

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

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C). 1994 - Present	PBC Parks + Rec / North County Aquatic Complex	

<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>
Oct. 2007	USA Diving Safety Training	Sally Hanse

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

1429975

DATE (MM/DD/YYYY)
1/09/08**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.

INSURED

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

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: NATIONWIDE LIFE INSURANCE COMP

INSURER B: NATIONAL CASUALTY COMPANY

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 ADD'L LTR BRAND	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	KR00000222000	12:01AM 12/31/07	12:01AM 12/31/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMPROP AGG \$ 1000000 Part Lgl Liab
	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) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Participant Accident	SPK0003243100	12:01AM 12/31/07	12:01AM 12/31/08	AD&D 25 Primary Medical NONE Excess Medical 25 Weekly Indemnity NONE

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

CLUB: 3D DIVING

EFF. DATE: 1/08/08

LOCATION: 861 TONEY PENNA DR, JUPITER, FL 33459

*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

CANCELLATION

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

ACORD 25 (2001/08)

ACORD CORPORATION 1988



United States Diving, Inc.
presents this

SAFETY TRAINING FOR COMPETITIVE DIVING COACHES

certificate of completion to

David Goodwin

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

KNOWLEDGE DEMONSTRATED

Written Examination

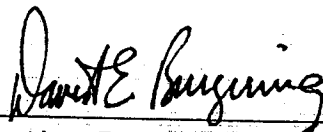
- Warn of Inherent Risks
- Keep Records
- Proper Planning
- Provide a Safe Physical Environment
- Provide Proper Equipment Supervision
- Proper Instruction
- Know Diver's Skills and Limitations
- Provide Emergency Response & First Aid Care for Injuries Specific to Competitive Diving
- Maintain Current Competencies

KNOWLEDGE DEMONSTRATED

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

12/31/2010

Expires



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number 507-96-5474

Full Name (print) David A. Goodwin Sex M Race White

Date of Birth 10/01/1960 Driver's License No. G350-161-60-361-0

Address 215 JONES CREEK DRIVE

City Jupiter State FL Zip 33458

I, David Goodwin, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: David Goodwin Date: 03/06/08

Signature: David A. Goodwin



**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 A. 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:

<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 an elderly 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

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.

David A. Good

Applicant's Signature

03/06/08

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