

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 20, 2008

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

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

- A) Richard Procyk, History Tours, Riverbend Park. (PROC1173460408541734A);
- B) Caroline Karolinko, Synchronized Swimming Head Coach, Aqua Crest Pool. (KARO1073000408530300C).

**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 and 7 (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 (2)

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Recommended by: \_\_\_\_\_

Department Director

Date

4/25/08

Approved by: \_\_\_\_\_

Assistant County Administrator

Date

5/7/08

**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>10,942</u>	<u>12,458</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(13,677)</u>	<u>(15,573)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>(2,735)</b></u>	<u><b>(3,115)</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_  
 Budget Account No.: Fund  0001  Department  580  Unit  various   
 Object  3422/Revenue Source 4721/4724  Program  N/A

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

	Contractor	FY2008		FY2009	
		Revenue	Expense	Revenue	Expense
A	Richard Procyk	\$500	\$400	\$0	\$0
B	Caroline Karolinko	\$13,177	\$10,542	\$15,573	\$12,458
	<b>Totals</b>	<b>\$13,677</b>	<b>\$10,942</b>	<b>\$15,573</b>	<b>\$12,458</b>

C. Departmental Fiscal Review:  ckopelakis

**III. REVIEW COMMENTS**

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

atwillhite 5.5.08   
 OFMB  3/5/08   SH 4/20/08   CW 4/22/08   
 Jim J. Jovan 5/15/08   
 Contract Development and Control  
 E. James 5/15/08

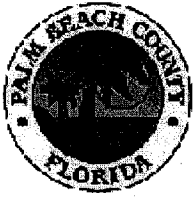
**B. Legal Sufficiency:**

Anne Delgant 5/6/08   
 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.

DATE : 04/04/2008

Contract Tracking System 0000001360

**CONTRACT INFORMATION**  
Active

PROC1173460408541734A

NAME : PROCYK, RICHARD  
VENDOR CODE: PROC117346  
INSTRUCTOR: HISTORY TOURS  
ACCOUNT NUMBER : 0001-580-5417-3422  
LOCATION: RIVERBEND PARK  
PROGRAM: HISTORY TOURS

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CONTRACT DATE : 04/03/2008  
START DATE : 04/19/2008  
END DATE : 09/30/2008

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CONTRACT AMOUNT :	400.00	REVENUE AMOUNT:	400.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	400.00	AMOUNT LEFT :	400.00

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ASSIGNED CATEGORIES:

HISTORY TOURS 0.80 PCT

**RECREATION SERVICES**

ACCOUNT: 0001-580-5417-3422	VENDOR CODE: <u>PROC 17346</u>	CONTRACT:
MC: <u>[Signature]</u>	PS: <u>[Signature]</u>	CC: <u>[Signature]</u>
CA: <u>A.A.</u>	DD: <u>[Signature]</u>	

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

This Agreement is made as of the 3 day of April, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Richard Procyk, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Tour of Loxahatchee Battlefields 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 19, 2008 and will meet thereafter with the termination date of this agreement being September 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): \$5.00 per person. Revenue Account No. 0001-580-5417-4721-09.
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 Four Hundred Dollars (\$ 400.00). 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 80% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: History Tours of Loxahatchee Battlefield.
  - b. Name of class or activity: "A River Runs Through It: Hike Along Ancient Lands and Seminole Battlefields".
  - c. Day(s)/Date(s) Scheduled: April 19<sup>th</sup> and September 20<sup>th</sup>, 2008
  - d. Time Scheduled: 10am - 11:30am.
  - e. Location: Riverbend Park.
  - f. A minimum of 10 and a maximum of 50 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**  
3/28/08 [Signature]

activity which does not have the specified minimum number of participants registered.

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 3 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:

Kristofor Sewer Recreation Specialist II PH: 561-963-6704.

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: Richard Procyk

CONTRACTOR'S Address: 18791 Falcon Way Jupiter, FL 33458

CONTRACTOR'S Phone No. 561-744-3730

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**

**PALM BEACH COUNTY**

Nancy Beale  
SIGNATURE

Eric Coel  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

Nancy Beale  
NAME (TYPE OR PRINT)

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

**CONTRACTOR WITNESS**

**INDEPENDENT CONTRACTOR**

Kristofor Sewer  
SIGNATURE

Richard J. Procyk  
SIGNATURE

Kristofor Sewer  
NAME (TYPE OR PRINT)

Richard J. Procyk  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Delmont  
COUNTY ATTORNEY

## SCOPE OF SERVICE

RICHARD J. PROCYK

Richard Procyk will provide tours and information about prehistoric and historic Loxahatchee River area for Palm Beach County Parks and Recreation Department. The tour will take place at Riverbend Park.

Duties will include a 45 minute overview of the history and a 45 minute walking tour of the battlefields.

Equipment needed to perform these duties includes an easel and a picnic table.





# PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

## SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Richard J. Procyk  
Name of Recreation Service Provider/Sports Official

168 - 20 - 6230  
FEI/Social Security Number

1. Which service(s) are you interested in providing? HISTORY TOURS OF  
LOXAHATCHEE BATTLEFIELD.

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A)	<u>See ATTACHED Sheet. →</u>	

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

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

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

(C).	<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</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>
	See ATTACHED sheet.	

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

Yes       No

If yes, give name and relationship.

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**RICHARD J. PROCYK**

18791 Falcon Way  
Jupiter, FL 33458

Telephone: 561-744-3730  
Fax: 561-744-3730  
E-mail: [RichPro@webtv.net](mailto:RichPro@webtv.net)

**EDUCATION:**

- |  |   |
|--|---|
| 1952: University of Miami<br>Coral Gables, FL  | History and Anthropology                                      |
| 1965 St. Thomas University<br>Miami, FL        | B.A.-Public Administration<br>Participated in Masters Program |
| 1968 Miami Dade Community College<br>Miami, FL | Degrees in Criminology and<br>Forensic Science                |

**TRAINING AND MEMBERSHIPS:**

A Board member of the Archaeological Society of the Miami Museum of Science, also a member of the Miami Institute of Maya Studies (1968/84). Worked in the field with professional archaeologists until moving to Jupiter, Florida 1985. As an avocational archaeologist, I spent the last 20 years in the historic period searching for the Battle of Loxahatchee site and Major William Lauderdale's Tennessee Volunteer encampment. My book "Guns Across the Loxahatchee" is a record of that work.

Currently (12 years) serving on the Palm Beach County Historic Resources Review Board, which oversees Historic Preservation for Palm Beach County.

On the Board of the Loxahatchee River Historical Society formerly known as the Florida History Center & Museum in Jupiter and also on the Board of the Archaeological and Historical Conservancy, Inc., a non-profit organization that works to protect archaeological and historic sites.

I am an active member of the Florida Historical Society, the Seminole Wars Historic Foundation, the Southeast Florida Archaeological Society, the Town of Jupiter's History Web Site Committee, and a liaison with Jupiter's Historic Review Board.

As an advocate for this history, I have lectured at museums, schools, and universities and was on the faculty of Palm Beach Community College for three years teaching Florida history specializing in the Seminole Wars. I also taught Florida history at Jupiter High School for two years.

**AWARDS:**

I have received the Judge James Knott award for contributions to our local history from the Historical Society of the Palm Beach County on April 24, 2001.

The Bessie DuBois Award for historical preservation and service from the Loxahatchee River Historical Society in May 2005.

RSVP Award for community service at the Loxahatchee Historical Society and Jupiter Inlet Lighthouse (15 years) in 2005.

**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:

RICHARD J. PROCYK

Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

**RTP**

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.

*Richard J. Procyk*

Applicant's Signature

*4-19-08*

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



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

VC-117346  
 (Vendor Code to be assigned by P.B.C.)

**VENDOR REGISTRATION FORM**  
 PLEASE TYPE OR PRINT IN BLACK INK

New Registration       Change of Information

Headquarters (Legal Name) of Company: RICHARD J. PROCYK  
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

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

Type of Business Entity (check one):  
 Individual     Sole Proprietorship     Partnership     Corporation     Other

Business Commodity Offered (check one):  
 Goods Only     Services Only     Goods and Services

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 168-20-6230

1. Please list below your Headquarters address information:

Address: 18791 FAICON WAY

City: JUPITER State/Province: FLORIDA

Zip/Postal Code: 33458 Country: PALM BEACH

Main Phone Number: 561-744-3730

Contact Name: RICHARD J. PROCYK E-mail Address: RICHPRO@BellSouth.net  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 744 3730 Alternate Phone Number: \_\_\_\_\_

Contact Fax Number: 744 3730 Alternate Fax Number: \_\_\_\_\_

2. Please list below your Payment Address/Accounts Receivable Department information addresses if necessary, or check here if  Same as Headquarters:

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

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

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

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

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

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

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

3. Please list below your Order Processing Department information and attach additional addresses if necessary, or check here if  Same as Headquarters:

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

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

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

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

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
(E-mail Address may be used for Orders/Contracts)

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

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

4. Licenses and Certifications:

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

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

Type: \_\_\_\_\_ Number: \_\_\_\_\_

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

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

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

6. List Company Officials:

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

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

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

7. Are you interested in being Certified as a Small Business Enterprise or a Minority-Owned Business?  YES  NO

For more information, please contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

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

Print Name: RICHARD J. PROCYK Title: \_\_\_\_\_

Signature: Richard J. Procyk Date: 4-19-08

This section is to be completed by Purchasing: Is this vendor interested in SBE or Minority Certification?  YES  NO

If yes, date copy forwarded to OSBA: \_\_\_\_\_



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 168-20-6230

Full Name (print) RICHARD J. PROCYK Sex M Race W

Date of Birth 10-23-25 Driver's License No. P622-750-25-383-0

Address 18791 FALCON WAY

City JUPITER State FL. Zip 33458

I, Richard J. Procyk, 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: RICHARD J. PROCYK Date: 4-19-08

Signature: Richard J. Procyk

ENTERED  
3/28/08







Palm Beach County  
Parks and Recreation Dept.

DATE : 04/16/2008

Contract Tracking System 0000001361

**CONTRACT INFORMATION**

Active

**KARO1073000408530300C**

Certificate of Insurance

NAME : KAROLINKO, CAROLINE  
 VENDOR CODE: KARO107300  
 INSTRUCTOR: US SYNCHRONIZED SWIMMING HEAD COACH  
 ACCOUNT NUMBER : 0001-580-5303-00-3422  
 LOCATION: AQUA CREST POOL  
 PROGRAM: SYNCHRO SWIMMIN

CONTRACT DATE : 03/25/2008  
 START DATE : 04/18/2008  
 END DATE : 04/17/2009

CONTRACT AMOUNT :	23,000.00	REVENUE AMOUNT:	23,000.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	23,000.00	AMOUNT LEFT :	23,000.00

ASSIGNED CATEGORIES:


SYNCHRONIZED SWIMMING 0.80 Pct




**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.pbcparcs.com

**TO:** Bob Weisman  
County Administrator

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

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

**DATE:** March 21, 2008

**RE:** **INDEPENDENT CONTRACTOR AGREEMENTS**

■  
**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

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

Caroline Karolinko, US Synchronized Swimming Head Coach, Aqua Crest Pool  
\$23,000.00

Please execute the attached contract.

Thank you.

"An Equal Opportunity  
Affirmative Action Employer"

AQUATICS				
ACCOUNT: 0001-580-5303-3422	VENDOR CODE:		CONTRACT:	
MC: <i>JR</i>	PS:	CC: <i>JR</i>	CA: <i>0.91</i>	DD: <i>DHL</i>

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

This Agreement is made as of the 25 day of March 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Caroline Karolinko, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) US Synchronized 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 18, 2008 and will meet thereafter with the termination date of this agreement being April 17, 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): \$55-75.00 per participant per month Revenue Account No. 0001-580-5303-4724-02.
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 Twenty Three Thousand Dollars (\$23,000). 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 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: US Synchronized Swimming Head Coach
  - b. Name of class or activity: US Synchronized Competitive Swimming Program
  - c. Day(s)/Date(s) Scheduled: Monday-Sunday
  - d. Time Scheduled: Monday-Thursday, 5:30pm-7:30pm, Saturday, 10:00am-1:00pm, Sunday, 10:00am-1:00pm.
  - e. Location: Aqua Crest Pool
  - f. A minimum of 12 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

**received**  
3/21/08

activity which does not have the specified minimum number of participants registered.

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:

Alex Caliendo, Acting Facility Manager I, Aqua Crest Pool PH: 561-278-7174

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: Caroline Karolinko

CONTRACTOR'S Address: 6293 Country Fair Circle  
Boynton Beach, FL, 33437

CONTRACTOR'S Phone No. 561-364-8268 Cell 561-706-7880

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

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

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

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

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

responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy E Beale  
SIGNATURE

Nancy E. Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

A. L. Celis  
SIGNATURE

Alessandra Cahendo  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

Carole Karolinko  
SIGNATURE

Caroline Karolinko  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

[Signature]  
COUNTY ATTORNEY

## **SCOPE OF SERVICES**

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

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

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

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive fitness and open water swimming events. CONTRACTOR will be responsible for organizing and supervising a USSS program in accordance with USSS standards and the approved USSS rule book. CONTRACTOR is responsible for daily training. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions.

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

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

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

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

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR will ensure that either the contractor or designated sub-contractor with American Red Cross Safety Training for Swim Coaches certification, First Aid; CPR (equivalent or higher training) and a first aid kit is available

on deck 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 14 days notice of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences. The County will provide the CONTRACTOR with 14 days notice of anticipated events that would affect the scheduled practices or approved activities.

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

Adhere to all applicable COUNTY policies and procedures.

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

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

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

**B. Use of Premises**

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

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

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



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

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 and charges from participants. All program fees and charges 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 rate change 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.



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

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

Caroline Karolinko  
 Name of Recreation Service Provider/Sports Official

149-86-4893  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Synchronized  
Swimming Head coach

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2004-2007	Asst. Coach for PBCoralytes	
2007-Present	Head Coach for PBCoralytes	

<u>Scope of Work</u>	<u>Contact #</u>
Synchronized Swim coach	

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

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

(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
<u>Scope of Work</u>	<u>Contact #</u>	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2007	Judge Level 4F (National Level)	
2009	Water Safety Instructor	
2008	CPR	
2008	First Aid	

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

Yes  No

If yes, give name and relationship.

---



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**UNITED STATES**



**SYNCHRONIZED SWIMMING**

Certifies that

*Caroline Karolinko*

Attended and successfully completed the 2007 Coaches College,  
held November 2-4 at the Olympic Training Center in  
Colorado Springs, CO.

*Virginia Jasontek*

*Virginia Jasontek, USSS President*

11/4/07

*Date*

American Heart Association.   
*Learn and Live..*

## Heartsaver® First Aid


Caroline Karolinko

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA for Heartsaver First Aid Program.

Modules Completed: (A) ● ● ● ● ●

08/29/2007 08/2009

Issue Date Recommended Renewal Date

American Heart Association.   
*Learn and Live..*

## Heartsaver® CPR

Caroline Karolinko

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA for Heartsaver CPR Program.

Modules Completed: (A) ● ● ● ● ●

10/13/2006 10/2008

Issue Date Recommended Renewal Date

The Sunshine State

**Florida**  
DRIVER LICENSE CLASS E

UNDER 21 UNTIL 11-27-08

ISSUED 12-08-00 EXPIRES 11-27-07


DUPLICATE 12-13-01

SAFE DRIVER

OPERATION OF A MOTOR VEHICLE CONSTITUTES CONSENT TO ANY SOBRIETY TEST REQUIRED BY LAW.

PO2071210315

*Caroline Karolinko*



CAROLINE A KAROLINKO  
 6293 COUNTRY FAIR CIR  
 BOYNTON BEACH, FL 33437-0000

BIRTH DATE 11-27-86 SEX F HGT 5-03

ENDORSE

LICENSE NUMBER **K645-101-85-927-0**

**American  
Red Cross**



**HEALTH AND SAFETY SERVICES  
INSTRUCTOR AUTHORIZATION  
Caroline Karolinko**

is authorized as an instructor in  
**Water Safety**

by the  
**ARC Greater Palm Beach Area**

This authorization expires  
December 31, 2009



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 149-86-4893

Full Name (print) Caroline Karolinko Sex F Race C

Date of Birth 11/27/85 Driver's License No. K645-101-85-927-0

Address 6293 Country Fair Circle

City Baynton Beach State FL Zip 33437

I, Caroline Karolinko, 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: Caroline Karolinko Date: 3/19/08

Signature: Car Karolinko

INTEREST  
3/21/08



**ACORD CERTIFICATE OF LIABILITY INSURANCE**

1457055

DATE (MM/DD/YYYY)  
3/28/08

<b>PRODUCER</b> K & K Insurance Group, Inc. 1712 Magnavox Way P.O. Box 2338 Fort Wayne, In 46801	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> UNITED STATES SYNCHRONIZED SWIMMING, INC PAN AMERICAN PLAZA 201 S. CAPITOL AVE., SUITE 901 INDIANAPOLIS, IN 46225	<b>INSURER A: NATIONAL LIFE INSURANCE COMP</b>	
	<b>INSURER B: NATIONAL CASUALTY COMPANY</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <b>Owners &amp; Contractors</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	KRO0000146100	12:01AM 10/01/07	12:01AM 10/01/08	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 1000000 Part Lgl Liab \$ 1000000				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS   OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Participant Accident	SPX0003057900	12:01AM 10/01/07	12:01AM 10/01/08	AD&D 10000 Primary Medical NONE Excess Medical 5000 Weekly Indemnity X NONE

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

CLUB: PALM BEACH CORALYTES EFF. DATE: 10/01/07-10/01/08  
 LOCATION: BOYNTON BEACH, FL  
 \*SEE ATTACHED ADDENDUM FOR ADDITIONAL INSURED.

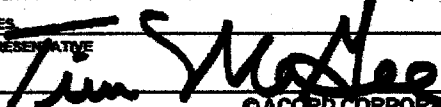
**CERTIFICATE HOLDER**

THIS VOIDS/REPLACES CERT.#1456005.  
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
 PARKS & RECREATION DEPARTMENT  
 2700 6TH AVE SOUTH  
 LAKE WORTH, FL 33461

**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







Policy Change Number 0002

GU 269  
(11-85)

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. KRO0000000146100	POLICY CHANGES EFFECTIVE 03/28/08	COMPANY NATIONAL CASUALTY COMPANY
NAMED INSURED UNITED STATES SYNCHRONIZED SWIMMING, INC		AUTHORIZED REPRESENTATIVE K&K INSURANCE AGENCY, INC.
COVERAGE PARTS AFFECTED	PAGE 01 OF 01	
<p style="text-align: center;"><b>CHANGES</b></p> <p>Adding Form KR-GL-1 - "Legal Liability To Participants" with respects to the below mentioned participant.</p> <p>CAROLINE KAROLINKO</p> <p style="margin-top: 200px;">No Premium Change</p>		

AMG 03/28/08

*Tim M. Lee*  
Authorized Representative Signature

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO0000000146100	10/01/07	UNITED STATES SYNCHRONIZED SWIMMING, INC	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEGAL LIABILITY TO PARTICIPANTS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Additional Exclusions.**

1. The following is added to **SECTION I—COVERAGES, COVERAGE A BODILY IN-JURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions:**

This insurance does not apply to:

"Bodily injury" to a "participant."

2. The following is added to **SECTION I—COVERAGES, COVERAGE C MEDICAL PAYMENTS:**

This insurance does not apply to:

"Bodily injury" to a "participant."

**B. Insuring Agreement.**

The following is added to **SECTION I—COVERAGES: COVERAGE—LIABILITY TO "PARTICIPANTS"**

**1. Insuring Agreement**

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described in Section C., Limits of Insurance in this endorsement;
- (2) Our right and duty to defend end when we have used up the applicable Limit of

Insurance in the payment of judgments or settlements; and

- (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this endorsement.

**b. This insurance applies to "bodily injury" only if:**

- (1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory"; and

- (2) The "bodily injury" occurs during the policy period.

**c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."**

**2. Exclusions.**

This insurance does not apply to:

- a. "Bodily injury" that is excluded under **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions. Paragraphs a., b., c., d., e., f., g., h., i., and o.**

- b. Claims or "suits" brought by a "player" against another "player". But this exclusion does not apply to persons or organizations, other than a "player", who are otherwise insured under this policy.

**C. SECTION III—LIMITS OF INSURANCE,**  
Paragraph 2 is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical Expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B; and
  - d. Damages under Coverage—Liability To "Participants."

Subject to 2. above, the Liability to "Participants" Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage—Liability To "Participants" because of all "bodily injury" to "participants" arising out of any one "occurrence."

**D. Conditions**

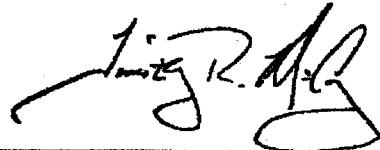
For purposes of this endorsement, all of the provisions within **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

1. You must obtain from each "player" prior to a "covered activity" a valid release and waiver form approved by us.
2. You must see to it that "participant accident insurance" is in force and effect for each "participant" at the time of any occurrence giving rise to a claim or "suit" under this policy.

**E. Definitions**

For purposes of this endorsement, all of the provisions within **SECTION V—DEFINITIONS** incorporated herein by reference and apply to this endorsement except to the extent any definitions below differ.

- a. "Participant" means:  
"Players", coaches, managers, staff members, team workers, officials, media personnel, Very Important Persons and other personnel who have been granted proper authorization to enter any "restricted area".
- b. "Player" is defined as a Swimming player, whether or not registered with the Named Insured, while participating in "covered activities" as defined by the policy. A "players" participation in "covered activities" shall include practices, games, pre- and post-game activities, related non-athletic activities and conduct while on a facility's premises for events and activities approved, sanctioned, organized or supervised by the insured.
- c. "Participant accident insurance" means: An insurance contract which provides medical expense coverage in the amount of at least \$5,000 to each "participant" for injury incurred during "covered activities" and \$25,000 to each elite "participant".
- d. "Restricted area" means: Areas which are occupied by athletes and to which access by the general public is restricted or prohibited.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**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: Caroline Karolinko  
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  |
| _____ | 784.03           | battery, if the victim of offense was a minor   |
| _____ | 784.045          | aggravated battery  |
| _____ | 787.01           | kidnapping  |
| _____ | 787.02           | false imprisonment  |
| _____ | 787.04(2)        | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings  |
| _____ | 787.04(3)        | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person   |
| _____ | 790.115(1)       | exhibiting firearms or weapons within 1,000 feet of a school  |
| _____ | 790.115(2b)      | possessing an electric weapon or device, destructive device, or other weapon on school property   |
| _____ | 794.011          | sexual battery  |
| _____ | 794.041          | prohibited acts of persons in familial or custodial authority (former)  |
| _____ | Chapter 796      | prostitution  |
| _____ | Section 798.02   | lewd and lascivious behavior  |
| _____ | Chapter 800      | lewdness and indecent exposure  |
| _____ | Section 806.01   | arson   |
| _____ | Chapter 812      | felony theft and/or robbery   |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony   |
| _____ | 825.102          | abuse, aggravated abuse, or neglect of disabled adults or elderly persons   |
| _____ | 825.1025         | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult  |
| _____ | 825.103          | exploitation of disabled adults or elderly persons, if the offense was a felony   |

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

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

Description

Dates

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

INITIAL:

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.

*Carol Karol*

Applicant's Signature

3/19/08

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