

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009

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 months of May and June.

- A) Eric Mundt, USA Competitive Diving Coach, Aqua Crest Pool. (MUNDT1177510509530300B); and
- B) Dana Emil White Jr., Theatre Enrichment Instructor, Okeehelie Nature Center. (WHITE1242140609524100A); and
- C) Trisha Yancey, Science Enrichment Instructor, Various locations. (YANC1242310609524399A); and
- D) LB2 Enterprises, Inc., Masters Swim Team Coach, North County Aquatic Complex. (LB21240470609530500A).

**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, 3, 6 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.

**Attachments:** Independent Contractor Agreements (4)

Recommended by:   
Department Director

6/12/09  
Date

Approved by:   
Assistant County Administrator

6/30/09  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>26,760</u>	<u>37,750</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(31,666)</u>	<u>(50,834)</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>(4,906)</b></u>	<u><b>(13,084)</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5241/5243/5303/5305  
 Object 3422/Revenue Source 4721/4724 Program N/A

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

	Contractor	FY2009		FY2010	
		Revenue	Expense	Revenue	Expense
A	Eric Mundt	\$20,833	\$14,583	\$29,167	\$20,417
B	Dana Emil White Jr.	\$0	\$1,200		
C	Trisha Yancey	\$0	\$2,310		
D	LB2 Enterprises, Inc.	\$10,833	\$8,667	\$21,667	\$17,333
	<b>Totals</b>	<b>\$31,666</b>	<b>\$26,760</b>	<b>\$50,834</b>	<b>\$37,750</b>

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

MSL 4/24/09  
 OFMB 8/6/09 6/16/09 6/16/09

J. J. [Signature] 6/25/09  
 Contract Development and Control  
 6/25/09

**B. Legal Sufficiency:**

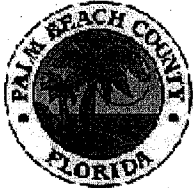
Anne Delmont 6/26/09  
 Assistant County Attorney

**C. Other Department Review:**

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

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

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001442

DATE : 06/08/2009

**CONTRACT INFORMATION**  
Active

MUNDT1177510509530300B

Certificate of Insurance

NAME : MUNDT, ERIC  
VENDOR CODE: MUNDT117751  
INSTRUCTOR: COMPETITIVE DIVE COACH  
ACCOUNT NUMBER : 0001-580-5303-00-3422  
LOCATION: AQUA CREST POOL

PROGRAM: COMPETITIVE DIV

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CONTRACT DATE : 05/01/2009  
START DATE : 05/08/2009  
END DATE : 05/07/2010

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CONTRACT AMOUNT : 35,000.00 REVENUE AMOUNT: 50,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 35,000.00 AMOUNT LEFT : 50,000.00

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ASSIGNED CATEGORIES:

USA COMPETITIVE DIVING COACH 0.70 PCT

AQUATICS					
ACCOUNT: 0001-580- 5303 -3422		VENDOR CODE:		CONTRACT:	
MC: <i>MC</i>	PS: <i>ACD</i>	FSS: <i>J</i>	CC: <i>J</i>	CA: <i>G. M.</i>	DD: <i>DHL</i>

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

This Agreement is made as of the 1st day of May, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Eric Mundt, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) USA Diving Competitive Team, 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 May 8, 2009 and will meet thereafter with the termination date of this agreement being May 7, 2010.
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): \$60.00/\$85.00/\$120.00/\$145.00 Revenue Account No. 0001-580-5303-4724-02 06 J
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 Thirty Five Thousand Dollars (\$35,000). 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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: USA Diving Competitive Dive Team
  - b. Name of class or activity: Springboard Diving
  - c. Day(s)/Date(s) Scheduled: Tuesdays - Fridays (variable)
  - d. Time Scheduled: 3:00-3:45pm lessons /3:45-5:15pm
  - e. Location: Aqua Crest Pool
  - f. A minimum of 6 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**  
4/29/09  
*[Signature]*

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

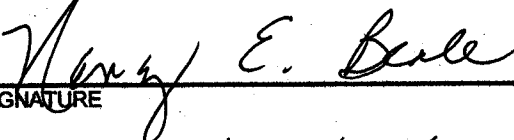
4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:  
Michelle Lawrence, Facility Manager PH: 561-278-7104
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
 Director of Aquatics Division  
 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: Eric Mundt  
 CONTRACTOR'S Address: 12262 Pleasant Green Way  
Boynton Beach FL, 33437  
 CONTRACTOR'S Phone No. 561-503-3059
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.


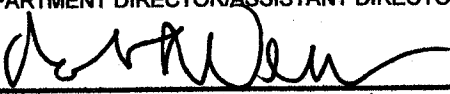
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement 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.

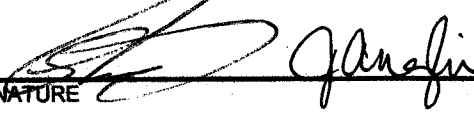
**PALM BEACH COUNTY WITNESS**

  
SIGNATURE  
Nancy E. Beale  
NAME (TYPE OR PRINT)


**PALM BEACH COUNTY**

  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR  
  
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

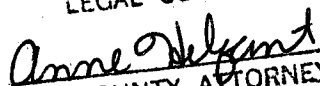
**CONTRACTOR WITNESS**

  
SIGNATURE  
Jennifer Anglin  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

  
SIGNATURE  
Eric T. Mardt  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

  
COUNTY ATTORNEY

## **SCOPE OF SERVICES**

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

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

### **A. 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 individuals with US Diving; and technical instruction of competitive diving. Participants will be supervised during a variety of exercises, diving drills, dry land exercises and instructional sessions. CONTRACTOR will supervise divers at practices and meets; will oversee the entry of divers in sanctioned US Diving competition and represent the team as a delegate to the Florida Gold Coast Association of United States Diving.

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

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

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

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

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

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Aquatics 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-2008-2241)

#### **B. Use of Premises**

The facility, when permitted by the COUNTY for the CONTRACTOR for the US Diving competitive 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.

#### C. 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 cross 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.

#### 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 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.

**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 services; there will be no advanced payment of services.

**HEAD COACH USA DIVING  
SCOPE OF SERVICES**

**ATTACHMENT A**

**AQUATIC CHAIN OF COMMAND**

**Aqua Crest Facility Manager – Michelle Lawrence  
Office: 561-278-7174  
Home/Cell: 561-376-3130**

**Aquatic Program Coordinator – Jennifer Anglin  
Office: (561) 966-6632**

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

**Aquatics Division  
Director- Dave Lill  
Office: (561) 966-6630**

HJL

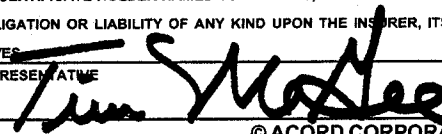
<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		1519442	DATE (MM/DD/YYYY) 5/12/09
<b>PRODUCER</b> K & K Insurance Group, Inc. 1712 Magnavox Way P.O. Box 2338 Fort Wayne, In 46801		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> USA DIVING, INC., UNITED STATES DIVING FOUNDATION, INC. AND ITS MEMBER CLUBS 132 E. WASHINGTON STREET, STE 800 INDIANAPOLIS, IN 46204		<b>INSURERS AFFORDING COVERAGE</b>	
		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. NC=NOT COVERED

INSR LTR	ADD'L INSRD	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 Owners & Contractors  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	KRO0000222001	12:01AM 12/31/08	12:01AM 12/31/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 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  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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				<table border="0" style="width:100%;"> <tr> <td style="width:50%;"><input type="checkbox"/> WC STATU-TORY LIMITS</td> <td style="width:50%;"><input type="checkbox"/> OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		<b>OTHER</b> Participant Accident	SPX0003577100	12:01AM 12/31/08	12:01AM 12/31/09	AD&D 25000 Primary Medical NC Excess Medical 25000 Weekly Indemnity NC								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \* SEE ATTACHED CERTIFICATE ADDENDUM \*

<b>CERTIFICATE HOLDER</b>  PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2700 6TH AVENUE SOUTH LAKE WORTH, FL 33461-4799  THIS VOIDS/REPLACES CERT#1500905	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
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## **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.

A D D E N D U M   P A G E   F O R   C E R T I F I C A T E

K & K   I N S U R A N C E   G R O U P ,   I N C .

CERTIFICATE:          1519442                                  DATE ISSUED:          5/12/09

ACCOUNT NAME: USA DIVING, INC., UNITED STATES DIVING

TYPE OF INSURANCE:                                  POLICY NUMBER:  
GENERAL LIABILITY                                  KRO0000222001

PARTICIPANT ACCIDENT                                  SPX0003577100

CLUB: AQUA CREST DIVING                                  EFF. DATE:    06/06/09-12/31/09  
LOCATION:    2501 SEACREST BLVD., DELRAY BEACH, FL

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED BUT ONLY AS RESPECTS  
THE LIABILITY ARISING FROM THE OPERATIONS OF THE NAMED INSURED.

\*PLEASE NOTE THAT EFF. 06/06/09, COACH ERIC MUNDT IS A NAMED INSURED  
ON THE POLICY.\*



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

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

Eric Mundt

Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>5/08-5/09</u>	<u>Palm Beach County</u>	<u>Michelle Lawrence</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Springboard diving lessons</u>	<u>561-278-7164</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>8-07-Present</u>	<u>Boea High School</u>	<u>Eric Hull</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>High school diving coach</u>	<u>561-756-2084</u>



<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 1994-2001	Full Out Diving LLC	Eric Mundt

<u>Scope of Work</u>	<u>Contact #</u>
Head Coach U.S. Diving Age Group Program	561-503-3059

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	U.S. Diving Safety Certification	Sally Hansell
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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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Eric T. Mundt Sex M Race C

Date of Birth 9/27/76 Driver's License No. MS30-218-76-347-0

Address 12262 Pleasant Greenway

City Boynton Beach State FL Zip 33437

I, Eric T. Mundt, 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: Eric T. Mundt Date: 4-7-09

Signature: [Handwritten Signature]

ENTERED  
4/15/09



**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: Eric T. Mundt  
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

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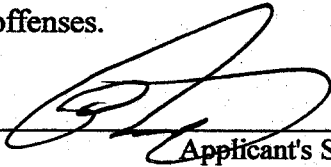
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The above statements are true and complete to the best of my knowledge.

INITIAL:

Em

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

4-7-09

Date

**OR**

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

Applicant's Signature

Date

Contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001444

DATE : 06/08/2009

**CONTRACT INFORMATION**  
Active

WHITE1242140609524100A

NAME : WHITE, DANA  
VENDOR CODE: WHITE124214  
INSTRUCTOR: THEATRE ENRICHMENT  
ACCOUNT NUMBER : 0001-580-5241-00-3422  
LOCATION: OKEEHEELEE NATURE CENTER  
PROGRAM: DRAMA/THEATRE

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CONTRACT DATE : 06/01/2009  
START DATE : 06/15/2009  
END DATE : 08/07/2009

---

CONTRACT AMOUNT : 1,200.00 REVENUE AMOUNT: 0.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 1,200.00 AMOUNT LEFT : 0.00

---

ASSIGNED CATEGORIES:

THEATRE/DRAMA ENRICHMENT 1,200.00 FLAT FEE

RECREATION SERVICES					
ACCOUNT: 0001-580- 5241 -3422		VENDOR CODE: <u>WHITE124214</u>		CONTRACT:	
MC: <u>CR</u>	PS: <u>AB</u>	FSS: <u>J</u>	CC: <u>J</u>	CA: <u>Q9N</u>	DD: <u>AB</u>

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

This Agreement is made as of the 1 day of June, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Dana Emil White Jr., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Theater Enrichment Program 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 June 15, 2009 and will meet thereafter with the termination date of this agreement being August 7, 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):      per Revenue Account No. N/A (this program is part of the overall Summer Camp tuition)
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 Twelve Hundred Dollars (\$ 1,200 ). 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 \$ 1,200 or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Enrichment
  - b. Name of class or activity: Theater/Drama
  - c. Day(s)/Date(s) Scheduled: Monday – Friday (Various)
  - d. Time Scheduled: 9:00am – 12:00pm
  - e. Location: Okeehetee Nature Center
  - f. A minimum of 128 and a maximum of 192 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**  
5/18/09

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:

Melissa Kieffer

PH: 561-233-1400 ext 3

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: Dana Emil White Jr.

CONTRACTOR'S Address: 473 North Country Club Drive, Atlantis Fl. 33462

CONTRACTOR'S Phone No. 561-779-5565

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.



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

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

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
 \_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Dennis E. Williams*  
 \_\_\_\_\_  
 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

*Melissa Kieffer*  
 \_\_\_\_\_  
 SIGNATURE

Melissa Kieffer  
 \_\_\_\_\_  
 NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

*Dana Emil White Jr.*  
 \_\_\_\_\_  
 SIGNATURE

Dana Emil White Jr.  
 \_\_\_\_\_  
 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY

*Anne Delmont*  
 \_\_\_\_\_  
 COUNTY ATTORNEY

## Theatre Itinerary

This Itinerary is for providing theatrical education at the Okeeheelee Nature Center to each of three age groups, 1 hour each per week, for eight weeks, occurring from 9am to 12am in the morning. Day of the week will vary according to camp availability during Monday – Friday.

*\*Every session will begin with Warm Ups and a theatre game.\**

*Warm Ups- This includes stretching the body to make sure we are loose and agile, this also includes getting us to focus and take all our cares and worries of everything else in life and put them aside as we have fun doing theater, this will also include energy exercises which will excite and pump up the kids to get them excited for the activity at hand.*

*Theatre games- This includes games of improv and make believe. Once again it serves as another energy exercise to excite the kids. Theatre games can cover concentration exercises and can cover emotional exercises where we learn how to control and work with our emotions. WHO'S LINE IS IT ANYWAY is a great example of theatre games.*

12-14

Session 1, week 1: Diction, projection, Theatre games

Session1, week 2: How to sing properly, how to dance properly

Session 2, week 1: 1 of 2 Acting Methods

Session 2, week 2: Singing and Dancing

Session 3, week 1: 1 of 2 Acting Methods

Session 3, Week 2: Singing and Dancing

Session 4, week 1: Improv

Session 4, week 2: Singing and Dancing

9-11

Session 1, week 1: Theatre Games

Session1, week 2: Singing and Dancing

Session 2, week 1: Diction and Projection and blocking

Session 2, week 2: Singing and Dancing

Session 3, week 1: Acting method

Session 3, Week 2: Singing and Dancing

Session 4, week 1: Improv

Session 4, week 2: Singing and Dancing

7-8

Session 1, week 1: Theatre Games

Session 1, week 2: Singing and Dancing

Session 2, week 1: Diction and projection and blocking

Session 2, week 2: Singing and Dancing

Session 3, week 1: Improv

Session 3, Week 2: Singing and Dancing

Session 4, week 1: theatre games and Improv

Session 4, week 2: Singing and Dancing



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

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

Dana Emil White Jr.  
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Theatrical education  
and hands-on learning for kids

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) July 28-Aug 1 2008	Penn. Florida Kids Camp	Billy Burns

Scope of Work Contact #  
As I worked at a sleep-over camp 561-964-4770  
for kids, I was a counselor and in my cabin's off time we  
played theater games and did cheers.

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) July 23-27 2007	Penn. Florida Kids Camp	Billy Burns

Scope of Work Contact #  
As I worked at a sleep-over camp 561-964-4770  
for kids, I was a counselor and in my cabin's off time we  
played theatre games and did cheers.

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C). July 24-28 2006	Penn. Florida Kids Camp	Billy Burns

<u>Scope of Work</u>	<u>Contact #</u>
As I worked at a sleep over camp for kids, I was a counselor and in my cabin's off time we played theatre games and did cheers.	561-964-4770

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>
2005-2009	Theatrical Education	Dreyfus School of Arts
2004-present	Working with kids	Trinity Church International

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

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

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

New Registration       Change of Information

Headquarters (Legal Name) of Company: Dana Emil White Jr.  
(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: [REDACTED]

1. Please list below your Headquarters address information:

Address: 473 N. Country Club Drive

City: Atlantis State/Province: Florida

Zip/Postal Code: 33462 Country: United States of America

Main Phone Number: 561-779-5565

Contact Name: Dana White E-mail Address: Dontgetleftbehind@ACL.com  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-779-5565 Alternate Phone Number: 561-964-1718

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

2. Please list below your Payment Address/Accounts Receivable Department information address 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 address 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. 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: \_\_\_\_\_

5. List Company Officials:

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

6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit [www.pbcgov.com/osba](http://www.pbcgov.com/osba) and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

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

Print Name: Dana Emil White Jr. Title: \_\_\_\_\_  
Signature: Dana Emil White Jr. Date: 5-18-09



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number \_\_\_\_\_

Full Name (print) Dana Emil White Jr. Sex M Race Caucasian

Date of Birth 2-1-1991 Driver's License No. W300-165-91-041-0

Address 473 N. Country Club Drive

City Atlantis State FL Zip 33462

I, Dana Emil White Jr., 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: Dana Emil White Jr. Date: 5-17-09

Signature: Dana Emil White Jr.

ENTERED  
5/18/09





**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: Dana Emil White Jr.  
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:

JEW

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.

Dennis Earl White J  
Applicant's Signature

5-17-09

Date

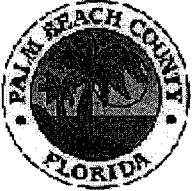
**OR**

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

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

\_\_\_\_\_  
Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001445

DATE : 06/03/2009

**CONTRACT INFORMATION**  
Active

YANC1242310609524399A

NAME : YANCEY, TRISHA  
VENDOR CODE: YANC124231  
INSTRUCTOR: SCIENCE ENRICHMENT  
ACCOUNT NUMBER : 0001-580-5243-99-3422  
LOCATION: VARIOUS LOCATIONS  
PROGRAM: SCIENCE ENRICH

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CONTRACT DATE : 06/02/2009  
START DATE : 06/15/2009  
END DATE : 08/07/2009

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CONTRACT AMOUNT :	2,310.00	REVENUE AMOUNT:	0.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	2,310.00	AMOUNT LEFT :	0.00

---

ASSIGNED CATEGORIES:

SCIENCE ENRICHMENT      2,310.00    FLAT FEE

RECREATION SERVICES					
ACCOUNT: 0001-580-5243-99-3422	VENDOR CODE: <u>124231</u>		CONTRACT:		
MC: <u>ac</u>	PS: <u>dfc</u>	FSS: <u>JK</u>	CC: <u>JK</u>	CA: <u>Q.A.</u>	DD: <u>(W)</u>

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

This Agreement is made as of the 2 day of June, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Trisha Yancey, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Science Enrichment 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 June 15, 2009 and will meet thereafter with the termination date of this agreement being August 7, 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): \_\_\_\_\_ per Revenue Account No. N/A (This program is part of the overall Summer Camp tuition).
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 Two Thousand Three Hundred Ten Dollars (\$ 2,310 ). 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 \$ 2,310 or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Trisha Yancey
  - b. Name of class or activity: Fun Learning Adventures
  - c. Day(s)/Date(s) Scheduled: Monday through Friday
  - d. Time Scheduled: various
  - e. Location: West Jupiter, Westgate, and West Boynton Recreation Centers Youth Summer Camps
  - f. A minimum of 40 and a maximum of 300 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**  
5/21/09  
JK

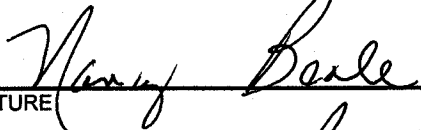
5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent 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 5 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.

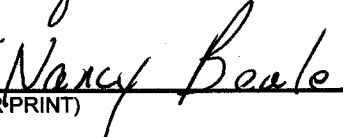
4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as 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:  
Cliff Battles PH: 561-966-7031
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: Trisha Yancey  
 CONTRACTOR'S Address: 2373 Clubhouse Drive  
 CONTRACTOR'S Phone No. 561-683-6879
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.

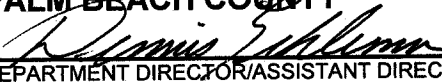
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those 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**

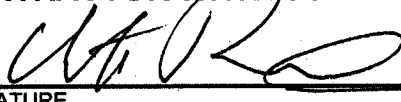
  
 \_\_\_\_\_  
 SIGNATURE

  
 \_\_\_\_\_  
 NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**  
  
 \_\_\_\_\_  
 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

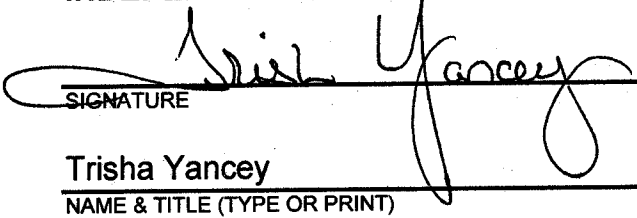
\_\_\_\_\_  
 COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

**CONTRACTOR WITNESS**

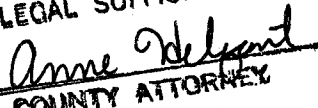
  
 \_\_\_\_\_  
 SIGNATURE

Cliff Battles  
 \_\_\_\_\_  
 NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

  
 \_\_\_\_\_  
 SIGNATURE

Trisha Yancey  
 \_\_\_\_\_  
 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY.  
  
 \_\_\_\_\_  
 COUNTY ATTORNEY

Trish Yancey  
Scope Of Service

Trish Yancey will be providing a variety of hands-on, interactive science programs for the youth enrichment at West Gate, West Boynton and West Jupiter recreation during the summer of 2009. All programs are designed with the utmost attention to safety and enjoyment for all participants. Supplies will include many things that the children will NOT touch, such as some spiders and insects (in containers that will stay closed), as well as some things that the students will have hands-on time with. Among these are ...

- \* meal worms
- \* earthworms
- \* a guinea pig (held by instructor)
- \* a tarantula puppet
- \* rubber bands
- \* 8 1/2" X 11" paper
- \* cornstarch
- \* chocolate (without peanut ingredients)
- \* marshmallows
- \* baby wipes
- \* 20 Mule Team Borax (in a solution with water they will not actually touch)
- \* "Super worms"
- \* bagworms (in a sealed container)
- \* a molt from a tarantula (not live)
- \* cardboard circles with yarn
- \* fake dollar bills
- \* a deck of cards
- \* non-toxic glue
- \* wintergreen lifesavers
- \* gummy worms

Things that the instructor will have (but children will not touch) include

- \* vinegar
- \* baking soda
- \* alka
- seltzer tablets
- \* balloons
- \* live frogs
- \* a glass
- (in containers with lids)

**SCIENCE MAGIC** shows that magic is simply science with an entertaining twist! From one visit to a series of classes, this offering is appropriate for grades two and up. Students will learn some simple magic tricks, and then take with them the supplies and know-how to teach them to others ~ as well as a new appreciation for science!

**CREEPY, CRAWLEY & COOL** slithers into the classroom to debunk some commonly held beliefs about things typically thought of as creepy. From insects and spiders to snakes and rats (you can request specific creatures if you like) ~ and from one class to several different visits ~ we redefine what's creepy and what's cool!

**GOOEY & GROSS** adds eeeewws and aaahhhs (and several adjectives as well) to learning about matter, with slimy chemical reactions that students can really get their hands on ~ and into as well! They will take home the 'Gak' they make, as well as the recipe to make more, when the class is over.

**SCIENCE FOR THE FUN OF IT** takes off the lab coat and delights in how cool science can be, with experiments that show the lighter side of serious science. This class can also become a several-visit series to add to the fun exploration!



***INTRIGUING INSECTS*** skitters in with myths, facts and live examples of insects ... from the fascinating to the freaky!! The difference between insects and arachnids is discussed, and hands-on time brings everything from shivers to shrieks!

***SWEET SCIENCE*** uses chocolate and sugar (just a pinch!) to bring understanding of some serious science concepts to students. We talk about how scientists observe, the tools they use, and how important adjectives are to the learning process. Some sampling makes concepts palatable! Table water is encouraged during this class.

***WORMY WONDERS*** digs into the hidden lives of many kinds of worms, showing us the importance of these typically unseen creatures. We will also get up close and personal with some wiggly visitors!

***FEELIN' FROGGY?*** jumps into the world of amphibians to explore their lives, and discusses how they are barometers of the health of our planet. Our live mascot and friends bring understanding, and sometimes giggles too!

### **Breakdown of schedule for the 2009 Summer Camp**

#### **Youth Enrichment Program**

**Campers are divided into group sizes determined by facility room capacity. Each group will receive 1 hour of science enrichment for 6 weeks. Dates and times are determined by camp availability and will vary each week.**

**WESTGATE: 84 Youth (2 groups)**

**WEST BOYTON: 132 Youth (3 groups)**

**WEST JUPITER: 84 Youth (2 groups)**



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

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

IRISH YANCEY  
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? HANDS ON SCIENCE OUTREACH PROGRAMS

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 8/1990 - PRESENT	FUN LEARNING ADVENTURES, INC (PREVIOUSLY THE FISHER MARIE)	SELF

<u>Scope of Work</u>	<u>Contact #</u>
DESIGN & IMPLEMENT ALL ASPECTS OF HANDS-ON OUTREACH PROGRAMS	561-683-6979

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

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

(C). Dates Agency/Company Representative

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Scope of Work Contact #

---



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

Dates License/certification/education Location/Instructor

~~Business~~

---



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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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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) TRISHA LEE YANCEY Sex F Race W

Date of Birth 05/13/1966 Driver's License No. Y520-800-66-673-0

Address 2373 CLUBHOUSE DRIVE

City WEST PALM BEACH State FL Zip 33409-6233

I, TRISHA YANCEY, 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: TRISHA LEE YANCEY Date: May 20, 2009

Signature: [Handwritten Signature]

**ENTERED**  
5/21/09





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

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

**VENDOR REGISTRATION FORM**

PLEASE TYPE OR PRINT IN BLACK INK

New Registration                       Change of Information

Headquarters (Legal Name) of Company: TRISHA YANCEY  
(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: [REDACTED]

1. Please list below your Headquarters address information:

Address: 2373 Clubhouse Drive

City: West Palm Beach State/Province: FL ~~33409-6233~~

Zip/Postal Code: 33409-6233 Country: USA

Main Phone Number: 561-683-6879

Contact Name: Trisha Yancey E-mail Address: funlearningadventures@comcast.net  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-683-6879 Alternate Phone Number: 561-385-5531

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

2. Please list below your Payment Address/Accounts Receivable Department information address 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 address 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. 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: \_\_\_\_\_

5. List Company Officials:

Name: Trish Yancy Position/Title: owner/operator

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

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

6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit [www.pbcgov.com/osba](http://www.pbcgov.com/osba) and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

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

Print Name: Trish Yancy Title: owner

Signature: [Handwritten Signature] Date: May 20, 2019

**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:

TRISHA LEE JANCY

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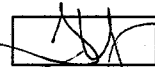
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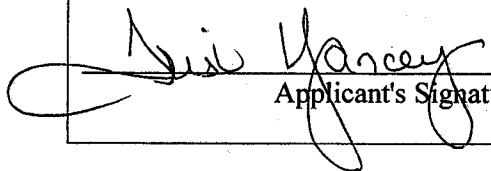
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The above statements are true and complete to the best of my knowledge.

INITIAL:



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

  
 Applicant's Signature

May 29 2009  
 Date

**OR**

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

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

\_\_\_\_\_  
 Date



contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001446

DATE : 06/04/2009

**CONTRACT INFORMATION**  
Active

LB21240470609530500A

Certificate of Insurance

NAME : LB2 ENTERPRISES, INC.,  
VENDOR CODE: LB2124047  
INSTRUCTOR: US SWIM TEAM COACH  
ACCOUNT NUMBER : 0001-580-5305-00-3422  
LOCATION: NORTH COUNTY AQUATIC COMPLEX  
PROGRAM: MASTERS SWIM

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CONTRACT DATE : 05/20/2009  
START DATE : 06/01/2009  
END DATE : 05/31/2010

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CONTRACT AMOUNT :	26,000.00	REVENUE AMOUNT:	32,500.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	26,000.00	AMOUNT LEFT :	32,500.00

---

ASSIGNED CATEGORIES:

MASTER'S SWIM TEAM COACH 0.80 PCT

AQUATICS DIVISION					
ACCOUNT: 0001-580-5305-3422		VENDOR CODE:		CONTRACT:	
MC: <i>ga</i>	PS:	FSS: <i>W</i>	CC: <i>AP</i>	CA: <i>GPH</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 May, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and LB2 Enterprises, Inc, 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 June 1, 2009 and will meet thereafter with the termination date of this agreement being May 31, 2010.
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 month.

Revenue Account No. 0001-580- 5305-472405

**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-six Thousand Dollars (\$26,000. ). 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: Master's Swim Team Coach
- b. Name of class or activity: United States Masters Swimming Program
- c. Day(s)/Date(s) Scheduled: Tuesday – Friday/ Saturday as scheduled
- d. Time Scheduled: 5:30 am - 7:00am / 5:30am-8:00am as scheduled/ Sat. 8:00am-10:00am as scheduled
- e. Location: North County Aquatic Complex, 861 Toney Penna Drive, Jupiter, FL 33458
- f. A minimum of 10 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**  
5/15/09

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.

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:

Jennifer Anglin PH: 561-966-6632

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 Aquatics Division  
 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: LB2 Enterprises, Inc./ Linda Bostic

CONTRACTOR'S Address: 115 Still Lake Drive, Jupiter, FL 33458

CONTRACTOR'S Phone No. 561-373-1440 e-mail: lindabos@bellsouth.net

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**

[Signature]  
SIGNATURE

Melissa Garvin  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

[Signature]  
SIGNATURE

LB2 Enterprises, Inc - President  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Helgen  
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 supersede.

#### 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 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](http://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.

#### 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.

#### 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 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 cross 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 (\$45.00 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.

#### 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.

#### 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.



2009-05-22 14:27

BOSTIC

5617479688 >>

P 2/2

DATE (MM/DD/YYYY)  
5/22/2009

# ACORD - CERTIFICATE OF LIABILITY INSURANCE

<b>PRODUCER</b> <b>EASTON INSURANCE</b> <b>POB 2025</b> <b>Jupiter, FL 33468-2025</b> <b>(561)746-1244</b>		<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>INSURED</b> <b>LB2 ENTERPRISES, INC.</b> <b>DBA LINDA BOSTIC</b> <b>115 STILL LAKE DR.</b> <b>JUPITER, FL 33458</b>		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: <b>NATIONWIDE INS</b>	
		INSURER B:	
		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.

INSTR LTR	ADDP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	B-99056-1	5/22/09	5/22/10	EACH OCCURRENCE \$ <b>1,000,000</b>
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>SPORTS INSTRU.</b> <input checked="" type="checkbox"/> <b>SWIMMING</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				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 \$
		OTHER				

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

**MASTERS SWIMMING COACH/INSTRUCTOR:**  
**CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED:**

### CERTIFICATE HOLDER

**NORTH COUNTY AQUATIC COMPLEX**  
**PALM BEACH COUNTY BOARD OF**  
**COUNTY COMMISSIONERS**  
**2700 6TH AVE. SO.**  
**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

*[Signature]*



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

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

Linda I. Bostic

Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Masters Swim Coach

2. List prior work experience in providing this service: • No previous Masters Swim Coach experience.

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>May 2006 - present</u>	<u>Jupiter-Tequesta Athletic Association</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Administrator for Executive Board of non-profit organization coordinating 17 sports programs for the youth in the Jupiter-Tequesta area</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>1986 - 2006</u>	<u>FPL</u> <u>(Florida Power &amp; Light Co)</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Engineer, manager, held various positions over 20 years in Customer Service, Quality Improvement, &amp; Power Systems departments</u>	

(C) Dates Agency/Company Representative

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Scope of Work Contact #

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>	<u>Membership #</u>
In process	ASCA (American Swim Coaches Assoc) Certifications pursuing		Bo37489Li
Currently	Member - US Masters Swimming		
Previously	15 years of competitive swimming experience Competed at NCAA, US National, & International level		

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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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Linda Irish Bostic Sex F Race W

Date of Birth 12/20/1963 Driver's License No. B232-529-63-960-0

Address 115 Still Lake Dr.

City Jupiter State FL Zip 33458

I, Linda I. Bostic, 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: Linda I. Bostic Date: 4/14/09

Signature: Linda I. Bostic



**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:

Linda Irish Bostic

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.)

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

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

INITIAL:

LD/B

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.

*Linda J. Bastie*

Applicant's Signature

4/14/09

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

(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: L B 2 Enterprises, Inc.  
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: Linda Bostic  
(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: 33-1210827

1. Please list below your Headquarters address information:

Address: 115 Still Lake Dr.

City: Jupiter State/Province: FL

Zip/Postal Code: 33458 Country: US

Main Phone Number: 561-373-1440

Contact Name: Linda Bostic E-mail Address: lindabos@bellsouth.net  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-373-1440 Alternate Phone Number: 561-747-9688

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

2. Please list below your Payment Address/Accounts Receivable Department address 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 address 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. 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: \_\_\_\_\_

5. List Company Officials:

Name: Linda I. Bostic Position/Title: President

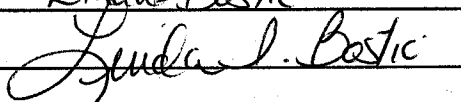
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

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

6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit [www.pbcgov.com/osba](http://www.pbcgov.com/osba) and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

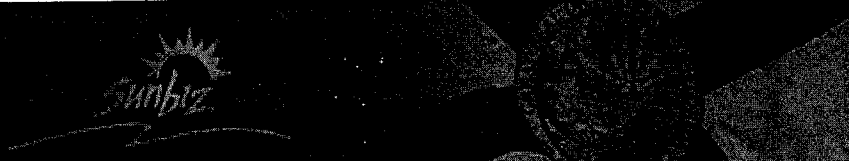
7. Affix Authorized Signature of Company Officer or Principal (Required for Registration):

Print Name: Linda I. Bostic Title: President

Signature:  Date: 4/14/09



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## Detail by Entity Name

### Florida Profit Corporation

LB2 ENTERPRISES, INC.

### Filing Information

**Document Number** P08000035186  
**FEI/EIN Number** 331210827  
**Date Filed** 04/04/2008  
**State** FL  
**Status** ACTIVE

### Principal Address

115 STILL LAKE DRIVE  
JUPITER FL 33458-3759 US

Changed 04/22/2009

### Mailing Address

115 STILL LAKE DRIVE  
JUPITER FL 33458-3759 US

Changed 04/22/2009

### Registered Agent Name & Address

BOSTIC, LINDA I  
115 STILL LAKE DRIVE  
JUPITER FL 33066-3759 US

Name Changed: 04/22/2009

Address Changed: 04/22/2009

### Officer/Director Detail

#### Name & Address

Title D

BOSTIC, LINDA I  
115 STILL LAKE DRIVE  
JUPITER FL 33458-3759 US

### Annual Reports

**Report Year Filed Date**  
2009   04/22/2009

### Document Images

- 04/22/2009 -- ANNUAL REPORT [View image in PDF format](#)
- 04/04/2008 -- Domestic Profit [View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

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*Together, we can save a life*

This recognizes that

Linda Bostic  
has completed the requirements for  
CPR/AED--Adult

conducted by

Greater Palm Beach Area

Date completed 5/15/2009

The American Red Cross recognizes this certificate  
as valid for 1 year(s) from completion date.



*Together, we can save a life*

This recognizes that

Linda Bostic  
has completed the requirements for  
Standard First Aid

conducted by

Greater Palm Beach Area

Date completed 5/15/2009

The American Red Cross recognizes this certificate  
as valid for 3 year(s) from completion date.

**Jennifer Anglin**

---

**From:** Linda Bostic [lindabos@bellsouth.net]  
**Sent:** Wednesday, May 20, 2009 11:03 AM  
**To:** Jennifer Anglin  
**Subject:** FW: Online Test 'Safety Training for Swim Coaches' Taken by Bostic, Linda

Jennifer,  
FYI ... I passed the online test for Safety Training for Swim Coaches.

Test Name:	Safety Training for Swim Coaches	Number of Questions:	25
Taken By:	Bostic, Linda	Passing Score:	20
Test Date:	5/20/2009	Your Score:	24
Test Validation #:	80873	Grade:	96.00% Passed
Safety Training for Swim Coaches Test			
# Of Questions:	25	# of Correct Answers:	24
		% Correct:	96%

Linda Bostic

-----Original Message-----

**From:** webmaster@usaswimming.org [mailto:webmaster@usaswimming.org]  
**Sent:** Wednesday, May 20, 2009 10:17 AM  
**To:** lindabos@bellsouth.net  
**Subject:** Online Test 'Safety Training for Swim Coaches' Taken by Bostic, Linda

Congratulations! Print and keep a copy of this email. You have two options to complete your required American Red Cross Safety Training for Swim Coaches Certification:

1. Take this email to a Safety Training for Swim Coaches skills session to demonstrate the water skills and complete your STSC certification

OR

2. If you possess a current lifeguarding certification from the USA Swimming list of approved courses, send a copy of this confirmation email along with a copy of your current lifeguarding card to your LSC Registration Chair. Your Safety Training certification will expire on whichever date is earlier - your lifeguard certification expiration date or 3 years from the date of this email.

If you have additional questions refer back to the instructions and information that preceded the exam sign-in. For contact information for your local American Red Cross chapter, use the chapter locator on [www.redcross.org](http://www.redcross.org).

>>>> Bostic, Linda has passed the test: Safety Training for Swim Coaches

>>>> Correct Answers: 24 questions were answered correctly from 25 questions where 20 correct answers are required to pass.

>>>> Grade 96.00%

>>>> USAS ID:

>>>> Address: 115 Still Lake Dr. , Jupiter, Florida 33458

>>>> Phone: 561-747-9688 (Home) 561-373-1440 (Work)

>>>> LSC: FG

>>>> Club North County Masters Swimming (new club)

>>>> User ID lindabos

>>>> Please return to the test signup page to review your results.