

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 21, 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 Agreement received during the month of June.

3D Diving, Inc., USA Competitive Diving Program, North County Aquatic Complex.
(3DDI00010709530500H).

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 Agreement has 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 is now being submitted to the Board to receive and file. District 1 (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 Agreement attached has 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 is now being submitted to the Board to receive and file.

Attachment: Independent Contractor Agreement

Recommended by: 
Department Director

6/26/09
Date

Approved by: 
Assistant County Administrator

7/13/09
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>12,500</u>	<u>37,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(15,625)</u>	<u>(46,875)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(3,125)</u>	<u>(9,375)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Contractor	FY2009		FY2010	
	Revenue	Expense	Revenue	Expense
3D Diving, Inc.	\$15,625	\$12,500	\$46,875	\$37,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Contract Period 07/01/2009 to 06/30/2010

[Signature] *7/8/09*
 OFMB *7/6/09* *dl* *07/08/09* *cn* *7/1/09*

[Signature] *7/9/09*
 Contract Development and Control

B. Legal Sufficiency:

Anne Helgent *7/10/09*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Department of
Parks and Recreation
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 642-2640
www.pbcgov.com



Palm Beach County
Board of County
Commissioners

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

INTER-OFFICE COMMUNICATION
PARKS & RECREATION DEPARTMENT

TO: Bob Weisman
County Administrator

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

FROM: Dave Lill, Director 
Aquatics Division

DATE: June 2, 2009

RE: INDEPENDENT CONTRACTOR AGREEMENTS

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

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

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

Please execute the attached contract.

Thank you.

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001447

DATE : 06/17/2009

CONTRACT INFORMATION
Active

3DDI00010709530500H

Certificate of Insurance

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

CONTRACT DATE : 06/05/2009
START DATE : 07/01/2009
END DATE : 06/30/2010

CONTRACT AMOUNT : 50,000.00 REVENUE AMOUNT: 62,500.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 50,000.00 AMOUNT LEFT : 62,500.00

ASSIGNED CATEGORIES:

COMPETITIVE SPRINGBOARD DIVING 0.80 PCT

AQUATICS					
ACCOUNT: 0001-580- 5305 -3422		VENDOR CODE:		CONTRACT:	
MC: <i>ja</i>	PS: <i>HR</i>	FSS: <i>de (MARR)</i>	CC: <i>IP</i>	CA: <i>apn</i>	DD: <i>DHL</i>

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

This Agreement is made as of the 5 day of June 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and 3D Diving, Inc, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Competitive Springboard Diving 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 July 1, 2009 and will meet thereafter with the termination date of this agreement being June 30, 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): \$145.00/\$120.00/\$85.00 or \$60.00 per month Revenue Account No. 0001-580-5305-4724-02
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Fifty Thousand Dollars (\$50,000). 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: USA Diving Competitive Dive Team
 - b. Name of class or activity: Springboard Diving
 - c. Day(s)/Date(s) Scheduled: variable – to be worked out with Pool Manager
 - d. Time Scheduled: variable – to be worked out with Pool Manager
 - e. Location: North County Aquatic Complex
 - f. A minimum of 5 and a maximum of 65 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
6/1/09 *B*

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 Garvin, Facility Manager _____ PH: 561-745-0839 _____

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

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

Director of 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: 3D Diving, Inc/ David Goodwin

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

CONTRACTOR'S Phone No. 561-222-3483

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE
Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Dennis Ellum
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
[Signature]
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

Jaya Cook
SIGNATURE
Jaya Cook
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

David A. Hood
SIGNATURE
3D Diving Inc. President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
Anne Helgent
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.

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)

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.

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.

Program Fees & Charges

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

shall assist COUNTY with the collection of fees.

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

Payments To Contractor

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

**HEAD COACH USA SWIMMING
SCOPE OF SERVICES**

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

North County Pool Manager – Melissa Garvin
Office: (561) 745-0839

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

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

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



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

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

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

Address 215 JONES CREEK DR

City Jupiter State FL Zip 33458

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

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

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

Print Name: David A. Goodwin Date: 05/26/09

Signature: David A. Goodwin

ENTERED
6/1/09





PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
 RECREATION INSTRUCTORS & SPORTS OFFICIALS

David A. Goodwin - 3D Diving, FSC.
 Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 9/1/1994	Mission Vieja Company	Ron O'Brien/Jeff Schaffer

<u>Scope of Work</u>	<u>Contact #</u>
<u>Diving Coach</u>	<u>Ron O'Brien</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). 8/1/1995	Mission Bay Aquatic Center	Ron O'Brien/Jeff Schaffer

<u>Scope of Work</u>	<u>Contact #</u>
<u>Diving Coach</u>	<u>Ron O'Brien</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C). 8/1/1995	P.B.C. Parks + Recreation Department	Jennifer Auglio

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

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>
3/12/2009	CPR	Red Cross
3/18/2008	First Aid	Red Cross
2/1/2007	USA Diving Safety Certification	USA Diving

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.



United States Diving, Inc.
presents this

SAFETY TRAINING FOR COMPETITIVE DIVING COACHES

certificate of completion to

David Goodwin

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

KNOWLEDGE DEMONSTRATED

Written Examination

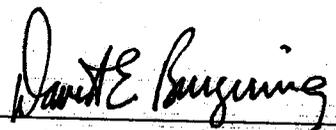
- Warn of Inherent Risks
- Keep Records
- Proper Planning
- Provide a Safe Physical Environment
- Provide Proper Equipment Supervision
- Proper Instruction
- Know Diver's Skills and Limitations
- Provide Emergency Response & First Aid Care for Injuries Specific to Competitive Diving
- Maintain Current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

KNOWLEDGE DEMONSTRATED

Option B—On Deck Knowledge of Rescue and Spinal Injury Management

- Assisting Rescues Within Physical Limitation of Participant
- Knowledge of Rescue Procedures
- Knowledge of Deep Water Backboarding Procedures

(In Water Physical Skills not Demonstrated)



President, Dave Burgering

12/31/2010

Expires

ACORD CERTIFICATE OF LIABILITY INSURANCE

HJL

DATE (MM/DD/YYYY)
12/31/08

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

1497882

INSURED
USA DIVING, INC., UNITED STATES DIVING FOUNDATION, INC. AND ITS MEMBER CLUBS
132 E. WASHINGTON STREET, STE 800
INDIANAPOLIS, IN 46204

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: NATIONWIDE LIFE INSURANCE COMP

INSURER B: NATIONAL CASUALTY COMPANY

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT, OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADPT) LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	KRO0000222001	12:01AM 12/31/08	12:01AM 12/31/09	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMPROP AGG \$ 1000000 Part Lgl Liab \$ 1000000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EACH ACCIDENT \$ DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
A	Participant Accident	SPX0003577100	12:01AM 12/31/08	12:01AM 12/31/09	Aged 25000 Primary Medical NONE Excess Medical 25000 Weekly Indemnity X NONE

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

CLUB: 3D DIVING EFF DATE: 12/31/08
 LOCATION: NORTH COUNTY AQUATIC COMPLEX, JUPITER, FL *CERTIFICATE HOLDER IS AN ADDITIONAL INSURED AS RESPECTS TO THE LIABILITY ARISING FROM THE NAMED INSURED

CERTIFICATE HOLDER

NORTH COUNTY AQUATIC COMPLEX
 PALM BEACH COUNTY PARKS & REC
 861 TONEY PENNA DRIVE
 JUPITER, FL 33458

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

Tom Mastler

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: David A. Goodwin
Please print complete name

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

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

- | | | |
|-------|------------------|---|
| _____ | 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

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.

Diana A. Good

Applicant's Signature

05/26/09

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