

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2010

☒ 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 May.

LB2 Enterprises, Inc., Masters Swim Team Coach, North County Aquatic Complex for the period June 1, 2010, through May 31, 2011, in an amount not-to-exceed \$26,000. (LB21240470610530500B).

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

Date

Approved by: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>8,667</u>	<u>17,333</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(10,833)</u>	<u>(21,667)</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>(2,166)</u>	<u>(4,334)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u> </u>	<u> </u>	<u> </u>

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	FY2010		FY2011	
	Revenue	Expense	Revenue	Expense
LB2 Enterprises, Inc	10,833	8,667	21,667	17,333

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

[Signature] 6/28/10
 OFMB

[Signature] 6/29/10
 Contract Development and Control

6/28/10
6/24/10

B. Legal Sufficiency:

Anne Delaney 6/29/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001509

DATE : 05/26/2010

CONTRACT INFORMATION
Active

LB21240470610530500B

Certificate of Insurance

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

CONTRACT DATE : 05/26/2010
START DATE : 06/01/2010
END DATE : 05/31/2011

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:	PS: <u>ALA</u>	FSS: <u>8</u>	CC: <u>8</u>	CA: <u>0.94</u>	DD: <u>DHL</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 26 day of May, 2010, 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 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, 2010 and will meet thereafter with the termination date of this agreement being May 31, 2011.
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): \$45.00 per month. Revenue Account No. 0001-580-5305-472402-05 40.00 - 45.00
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

received
5/26/10

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 and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 4. 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.
 5. 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.
 6. 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.
 7. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 8. 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:

Phil Galfano, Facility Manager

PH: 561-745-0241

12. **Insurance Requirements:**

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, Parks and Recreation Department, Division of Aquatics, 2700 6th Avenue South, Lake Worth, FL 33461, Attention: Dave Lill, Director of Aquatics.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence For, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR
 - a. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
 - b. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- c. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage.
 - d. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - e. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.
13. **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.
14. **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 lindabostic@gmail.com.

15. **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.
16. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
17. **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.

18. **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).
19. **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.
20. **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.
21. **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.

INTENTIONALLY LEFT BLANK

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

PALM BEACH COUNTY WITNESS

Louise Kelly
SIGNATURE

LOUISE KELLY
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

L.C.M.
SIGNATURE

Laurie C. Schobeleh
NAME (TYPE OR PRINT)

Emi Cree
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

Linda Bostic
SIGNATURE

Linda Bostic
NAME & TITLE (TYPE OR PRINT)
LB 2 Enterprises, President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Helgert
COUNTY ATTORNEY

PALM BEACH COUNTY

SCOPE OF SERVICES

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

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

A. Scope of Work

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

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

Immediately upon arrival at the facility, if pool staff is not present, inspect the site prior to beginning any activity. CONTRACTOR will be required to make decisions regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe.

If chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH swimmers should not enter the pool. Location of the test kit, training in its use, and access to it will be made available to the CONTRACTOR. Should any 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 Aquatics Director as outlined in Exhibit A. CONTRACTOR will work with and maintain open dialogue with the facility manager regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by general daily interaction and scheduled meetings as needed.

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

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

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

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

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

Adhere to all applicable COUNTY policies and procedures.

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

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

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

B. Use of Premises

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

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

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

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

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

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

C. Personnel

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

D. Program Fees & Charges

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

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

E. Payments To Contractor

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

F. County payment of registration fees

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

G. Changes to existing contract

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

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

IDS Property Casualty Insurance Company
3500 Packerland Drive
De Pere, WI 54115-9070

RENEWAL DECLARATION

FLORIDA

POLICY NUMBER: AI00550923

POLICY PERIOD: 05/18/2010 - 11/18/2010
12:01 AM Standard Time

LAPSE IN COVERAGE: NONE

Linda I Bostic
Kedric A Bostic
115 Still Lake Dr
Jupiter, FL 33458-3759

FOR CLAIMS SERVICE CALL:
(800) 872-5246
FOR CLIENT SERVICE CALL:
(866) 363-5535

CARS WE INSURE	2 2004 ACURA TL	3 2009 INFIN G37	4 2005 GMC YUKON
COVERAGE/LIMIT			
BODILY INJURY LIABILITY \$250,000 EACH PERSON \$500,000 EACH ACCIDENT	\$614.00	\$169.00	\$159.00
PROPERTY DAMAGE LIABILITY \$100,000 EACH ACCIDENT	INCL	INCL	INCL
PERSONAL INJURY PROTECTION \$10,000 AGGREGATE \$0 DEDUCTIBLE	\$181.00	\$51.00	\$45.00
WORK LOSS INCLUDED			
SUPPLEMENTAL MEDICAL EXPENSE	NONELECT	NONELECT	NONELECT
UNINSURED MOTORIST - Non-Stacked \$250,000 EACH PERSON \$500,000 EACH ACCIDENT	\$137.00	\$137.00	\$137.00
CAR DAMAGE			
COLLISION (COV. D-1) DEDUCTIBLES CAR 2-\$500 3-\$500 4-\$500	\$306.00	\$128.00	\$88.00
OTHER THAN COLLISION (COV. D-2) / WINDSHIELD FULL GLASS COVERAGE DEDUCTIBLES CAR 2-\$500 3-\$500 4-\$500	\$39.00	\$34.00	\$24.00
TOWING AND LABOR COSTS	NONELECT	NONELECT	NONELECT
RENTAL EXPENSE	NONELECT	NONELECT	NONELECT
HURRICANE CATASTROPHE FUND ASSESSMENT	\$12.77	\$5.19	\$4.53
TOTAL SEMIANNUAL PREMIUM PER CAR	\$1,289.77	\$524.19	\$457.53
TOTAL SEMIANNUAL PREMIUM ALL CARS -	\$2,271.49		

Coverage is provided only when both a premium and limit are shown.

- | | |
|------------------------------|----|
| 1. Linda I Bostic | 4. |
| * 2. Kedric Allen Bostic III | 5. |
| 3. Kedric A Bostic Jr | 6. |
- * QUALIFIES FOR GOOD STUDENT DISCOUNT

CAR INFORMATION**CARS KEPT AT LOCATION OTHER THAN RESIDENCE**

2004	ACURA	19UUA66274A025618
2009	INFIN	JNKC V66E19M721646
2005	GMC	1GKEK63U25J195297

YOUR POLICY HAS THE FOLLOWING DISCOUNTS:

MULTI-CAR, AFFINITY, TENURE

2004 ACURA - DUAL AIRBAG, ABS, SAFE DRIVING HISTORY, ANTI-THEFT DEVICE
2009 INFIN - DUAL AIRBAG, ABS, SAFE DRIVING HISTORY, ANTI-THEFT DEVICE
2005 GMC - DUAL AIRBAG, ABS, SAFE DRIVING HISTORY, ANTI-THEFT DEVICE

YOUR POLICY HAS THE FOLLOWING ENDORSEMENTS:

AMENDATORY ENDORSEMENT

SPECIAL EQUIPMENT/CUSTOMIZATION: NONE

NONSTACKED UNINSURED MOTORISTS COVERAGE

ADDITIONAL INTEREST

2009 INFIN G37 - LB2 Enterprises Inc Juniter, FL

ADD'L INTEREST & LIENHOLDER

2009 INFIN G37 - Nissan-Infiniti LT Minneapolis, MN

LIENHOLDER INFORMATION

Countersigned by:


(LICENSED AGENT)

on 04/03/2010

adgn02h-FL



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Linda 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:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 6/1/2009 - current	PB County	Phil Gilfano

<u>Scope of Work</u>	<u>Contact #</u>
Coached Masters program @ North County Aquatic Complex for past year	561-745-0241

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

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

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C).		
<u>Scope of Work</u>	<u>Contact #</u>	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2009	ASCA Level I & II	thru ASCA training
5/09	CPR w/ AED	Red Cross
5/09	Safety for Swim Coaches	Red Cross

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

☐ Yes ☒ No

If yes, give name and relationship.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE(MM/DD/YYYY)
5/26/2010

PRODUCER EASTON INSURANCE POB 2025 Jupiter, FL 33468-2025 (561)746-1244		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED LB2 ENTERPRISES, INC. DBA LINDA BOSTIC 115 STILL LAKE DR. JUPITER, FL 33458		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: NATIONWIDE INS	
		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.

INBR LTR	ADOL INBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	B-990561-2	5/26/10	5/26/11	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000	
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000	
		<input checked="" type="checkbox"/> SPORTS INSTRU.				PERSONAL & ADV INJURY \$ 1,000,000	
		<input checked="" type="checkbox"/> SWIMMING				GENERAL AGGREGATE \$ 2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG \$ 1,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$	
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EAACC \$	
						AUTO ONLY: AGG \$	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$	
						\$	
		DEDUCTIBLE				\$	
		RETENTION \$				\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER \$	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$	
		OTHER				E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	

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

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

NORTH COUNTY AQUATIC COMPLEX
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS
2700 6TH AVE. SO.
LAKE WORTH, FL. 33461

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

AUTHORIZED REPRESENTATIVE



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Linda I. 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 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 Bostic Date: 4/30/10

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

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

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

Description

Dates

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

INITIAL:

JB

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 Leticia*
Applicant's Signature

_____ 4/30/10
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