

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 14, 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 Agreements received during the months of June and July.

- A) 3D Diving Inc., Competitive Springboard Diving, North County Aquatic Complex for the period July 1, 2010, through June 30, 2011, in an amount not-to-exceed \$50,000. (3DDI000106105305G); and  
B) Gordon Andrews, Masters Swim Team Coach, Lake Lytal Aquatic Center for the period June 14, 2010, through September 30, 2010, in an amount not-to-exceed \$5,000. (ANDR002006105302G).

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

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

Department Director

8-20-10  
Date

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

Assistant County Administrator

9/2/10  
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>17,500</u>	<u>37,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(21,875)</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>(4,375)</u>	<u>(9,375)</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 various  
Object 3422/Revenue Source 4724 Program N/A

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

	Contractor	FY2010		FY2011	
		Revenue	Expense	Revenue	Expense
A	3D Diving, Inc.	\$15,625	\$12,500	\$46,875	\$37,500
B	Gordon Andrews	\$6,250	\$5,000		
	Totals	\$21,875	\$17,500	\$46,875	\$37,500

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

[Signature]  
OFMB  
8/27/10

[Signature] 8/27/10  
Contract Development and Control  
E. Jones 8/27/10

### B. Legal Sufficiency: SN 8/27/10

Anne Delaney 9/1/10  
Assistant County Attorney

### C. Other Department Review:

        
Department Director

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



## CONTRACT INFORMATION

3DDI000106105305G

Approved

Certificate of Insurance

**NAME:** 3D DIVING, INC.  
**VENDOR CODE:** 3DDI0001  
**INSTRUCTOR / ACTIVITY:** COMPETITIVE SPRINGBOARD DIVING TEAM  
**EXPENSE ACCT NUMBER(S):** 0001-580-5305-00-3422-  
**LOCATION:** NORTH COUNTY AQUATIC COMPLEX  
**PROGRAM:** COMPETITIVE DIVING

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**CONTRACT DATE:** 06/09/2010  
**START DATE:** 07/01/2010  
**END DATE:** 06/30/2011

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<b>CONTRACT AMOUNT:</b>	\$50,000.00	<b>REVENUE AMOUNT:</b>	\$62,500.00
<b>USED AMOUNT:</b>	\$0.00		
<b>AMOUNT LEFT:</b>	\$50,000.00		

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### ASSIGNED CATEGORIES:

COMPETITIVE SPRINGBOARD DIVING	0.80	Pct
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AQUATICS DIVISION					
ACCOUNT: 0001-580- 5305 -3422		VENDOR CODE:		CONTRACT: <u>3DD10001061053056</u>	
MC:	PS: <u>LD</u>	FSS: <u>ok</u>	CC: <u>JP</u>	CA: <u>GPH</u>	DD: <u>DHL</u>

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

This Agreement is made as of the 9 day of June, 2010, 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, 2010 and will meet thereafter with the termination date of this agreement being June 30, 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): \$145.00/\$120.00/\$85.00 or \$60.00 per month Revenue Account No. 0001-580-5305-4724-02 06
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**  
6/7/10

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: 561-745-0839

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 6<sup>th</sup> 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 Auto Bodily Injury Liability at a limit of liability not less than **\$100,000** Each Person, **\$300,000** Each Accident and Auto Property Damage Liability at a limit of liability not less than **\$100,000** Each Accident for all owned, non-owned and hired automobiles.
- 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: 3D Diving, Inc/David Goodwin

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

CONTRACTOR'S Phone No. 561-222-3483

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**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Philip R. Galfano  
SIGNATURE

Philip R. Galfano  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Debbie Ehlman  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

David A. Goodwin  
SIGNATURE

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Wilgent  
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 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-208-2241)

#### 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 crossed trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with facility management and staff, contributing to the harmony and productivity of the unit.

#### Program Fees & Charges

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

shall assist COUNTY with the collection of fees.

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

#### Payments To Contractor

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

**GEICO**

FLORIDA AUTOMOBILE INSURANCE

geico.com

IDENTIFICATION CARD

GEICO GENERAL INSURANCE COMPANY

Company

Policy Number

Code

Effective Date

Expiration Date

4166331209-01288

02-17-10 08-17-10

☒ PERSONAL INJURY PROTECTION

☒ BODILY INJURY LIABILITY

☒ PROPERTY DAMAGE LIABILITY

Insured: DAVID A AND Nanci L GOODWIN

Year/Make/Model/Vehicle Identification Number

2005 MAZDA TRIBUTE S 4F2YZ06195KM45177

Phone Number: 1-800-841-3000

Not valid more than one year from effective date.

Date Issued: 06-03-09		T-D	Policy Number: 4166-33-12-09	
VEHICLE		RATED LOCATION	CLASS	
1 06	NISSAN	1N4AL1 E66C205394	JUPITER FL 33458	A-L -50-64 -L
2 06	MAZDA	JM1BK32F761480014	JUPITER FL 33458	0-N -19SFP -L
3 05	MAZDA	4F2YZ0E195KM45177	JUPITER FL 33458	0-M - -L

COVERAGES		LIMITS OR DEDUCTIBLES	Vehicle 1	PREMIUMS Vehicle 2	Vehicle 3
Coverage applies where a premium or 0.00 is shown for the vehicle.					
BODILY INJURY LIABILITY					
EACH PERSON/EACH OCCURRENCE		\$100,000/\$300,000	95.60	273.70	130.30
PROPERTY DAMAGE LIABILITY					
		\$50,000	38.40	109.70	57.90
PERSONAL INJURY PROTECTION					
		NON-DED/INSD&REL	45.60	92.40	56.90
UNINSURED MOTORIST/NONSTACKED					
EACH PERSON/EACH OCCURRENCE		\$100,000/\$300,000	104.10	104.10	104.10
COMPREHENSIVE					
		\$500 DED	26.90	32.30	20.50
COLLISION					
		\$500 DED	74.30	212.60	71.70
RENTAL REIMBURSEMENT					
		\$25 PER DAY \$750 MAX	9.50	9.50	9.50

SIX MONTH PREMIUM PER VEHICLE:	\$ 394.40	\$ 834.30	\$ 450.90
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If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Premiums for these vehicles are based on the following Discounts and/or Surcharges:

DISCOUNTS SEATBELT (VEH 1,2,3); MULTI-CAR (VEH 1,2,3);  
GOOD STUDENT (VEH 2); ANTI-LOCK BRAKES (VEH 1,3);  
ANTI-THEFT DEVICE (VEH 1,2,3);  
5 YEAR GOOD DRIVING (VEH 1);  
PASSIVE RESTRAINT/AIR BAG (VEH 1,2,3);  
MARKETING PARTNER DISCOUNT - BANK OF AMERICA (VEH 1,2,3)

Lienholder Vehicle 1	Lienholder Vehicle 2	Lienholder Vehicle 3
NISSAN MOTOR ACCEPTANCE	CITIZENS AUTO FINANCE	MAZDA AMERICAN CREDIT

INSURED COPY

PAGE 02



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

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

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

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>8/1/1984</u>	<u>MISSION Viejo Co.</u>	<u>RON O'Brien/ Jeff Schaffer</u>

<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). <u>8/1/1985</u>	<u>MISSION Bay Aquatic Center</u>	<u>RON O'Brien/ Jeff Schaffer</u>

<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 Anglin

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

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>
2/7/2010	CPR	Red Cross
10/18/2008	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.

To Jennifer Anglin

FAX: 561 966-7070

From Dave Goodwin  
3D Diving

May 24, 2010

I can not find my current  
Declaration page. Coverage is  
exactly the same. I will have  
my wife find the new Declaration  
Page. I hope this will work  
for a start.

Thanks Dave H.

Date Issued: 06-03-09		T-D	Policy Number: 4166-33-12-09	
VEHICLE		RATED LOCATION	CLASS	
1 06 NISSAN	1N4AL11E66C205394	JUPITER FL 33458	A -L -50-64 -L	
2 06 MAZDA	JM1BK32F761480014	JUPITER FL 33458	0 -N -19SFP -L	
3 05 MAZDA	4F2YZ06195KM45177	JUPITER FL 33458	0 -M - -L	

COVERAGES <small>Coverage applies where a premium or 0.00 is shown for the vehicle.</small>	LIMITS OR DEDUCTIBLES	PREMIUMS		
		Vehicle 1	Vehicle 2	Vehicle 3
BODILY INJURY LIABILITY EACH PERSON/EACH OCCURRENCE	\$100,000/\$300,000	95.60	273.70	130.30
PROPERTY DAMAGE LIABILITY	\$50,000	38.40	109.70	57.90
PERSONAL INJURY PROTECTION	NON-DED/INSD&REL	45.60	92.40	56.90
UNINSURED MOTORIST/NONSTACKED EACH PERSON/EACH OCCURRENCE	\$100,000/\$300,000	104.10	104.10	104.10
COMPREHENSIVE	\$500 DED	26.90	32.30	20.50
COLLISION	\$500 DED	74.30	212.60	71.70
RENTAL REIMBURSEMENT	\$25 PER DAY \$750 MAX	9.50	9.50	9.50

SIX MONTH PREMIUM PER VEHICLE:	\$ 194.40	\$ 834.30	\$ 450.90
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If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Premiums for these vehicles are based on the following Discounts and/or Surcharges::

DISCOUNTS SEATBELT (VEH 1,2,3); MULTI-CAR (VEH 1,2,3);  
GOOD STUDENT (VEH 2); ANTI-LOCK BRAKES (VEH 1,3);  
ANTI-THEFT DEVICE (VEH 1,2,3);  
5 YEAR GOOD DRIVING (VEH 1);  
PASSIVE RESTRAINT/AIR BAG (VEH 1,2,3);  
MARKETING PARTNER DISCOUNT - BANK OF AMERICA (VEH 1,2,3)

Lienholder Vehicle 1	Lienholder Vehicle 2	Lienholder Vehicle 3
NISSAN MOTOR ACCEPTANCE	CITIZENS AUTO FINANCE	MAZDA AMERICAN CREDIT

INSURED COPY

**GEICO**

TEL: 1-800-841-3000

U-31-DP-4 (7-07)

**geico.com**

**Policy Number: 4166-33-12-09**

GEICO GENERAL INSURANCE COMPANY

ONE GEICO PLAZA, WASHINGTON, DC 20076-0001

**FAMILY AUTOMOBILE POLICY ENDORSEMENT DECLARATIONS**

This is a description of your coverage. Please keep for your records.

Item 1: Named Insured and Address

DAVID A GOODWIN AND NANCY L  
GOODWIN

215 JONES CREEK DR  
JUPITER FL 33458-7755

E-Mail Address: chanley3@aol.com

**Date Issued: 06-03-09**

**ENDORSEMENT EFFECTIVE:**

**08-17-09**

**Policy Period From 08-17-09**

**to 02-17-10**

**12:01 a.m. Local time at the address of the named insured.**

The insured vehicle(s) will be regularly garaged in the town and state shown in Item 1, except as noted in the Vehicle Segment.

**Contract Type: A30FL**

**CONTRACT AMENDMENTS: ALL VEHICLES - A200FL A30FL A54FL**

**UNIT ENDORSEMENTS: A239 (VEH 1,2,3); A431 (VEH 1,2,3); UE316 (VEH 1,2,3)**

**IMPORTANT MESSAGES**

-Please review the reverse side of this page for coverage and discount information.

-Your policy has been adjusted per your recent request.

Countersigned by Authorized Representative

INSURED COPY

*E.E. Arnold*

PAGE 1 TURN OVER

\*40010141843312000034005885\*

ACORD <sup>TM</sup>		CERTIFICATE OF LIABILITY INSURANCE		AMG		DATE (MM/DD/YYYY) 5/21/10	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).							
PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801				CONTACT NAME: <u>Eloisa Herberger</u> PHONE (A/C, No. Ext): <u>800-637-4757</u> FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:			
INSURED  USA DIVING, INC., UNITED STATES DIVING FOUNDATION, INC. AND ITS MEMBER CLUBS 132 E. WASHINGTON STREET, STE 800 INDIANAPOLIS, IN 46204				INSURER(S) AFFORDING COVERAGE INSURER A: <u>NATIONWIDE LIFE INSURANCE COMP</u> NAIC # <u>66869</u> INSURER B: <u>NATIONAL CASUALTY COMPANY</u> <u>11991</u> INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 1564371		REVISION NUMBER:			
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Owners &amp; Contractors</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			KR00000807900	12:01AM 12/31/09	12:01AM 9/01/10	EACH OCCURRENCE \$ <u>1000000</u> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <u>1000000</u> MED EXP (Any one person) \$ <u>NONE</u> PERSONAL & ADV INJURY \$ <u>1000000</u> GENERAL AGGREGATE \$ <u>NONE</u> PRODUCTS-COMP/OP AGG \$ <u>1000000</u> Part Lgl Liab \$ <u>1000000</u>
	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) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Participant Accident			SPX0003748300	12:01AM 12/31/09	12:01AM 9/01/10	AD&D 25000 Primary Medical NC Excess Medical 25000 Weekly Indemnity NC
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CLUB: 3D DIVING EFF. DATES: 5/21/10-9/01/10 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 AND RECREATION.				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <u>Tim Moxley</u>			



**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 10-01-1960 Driver's License No. G350-161-60-361-0

Address 215 JONES CREEK DRIVE

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: 6/11/10

Signature: David A. Goodwin



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT:

David A. Goodwin  
Please print complete name

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

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

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

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

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

Description

Dates

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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.

David A. Good  
Applicant's Signature

6/11/10

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





CONTRACT INFORMATION

ANDR002006105302G

Approved

Certificate of Insurance

NAME: ADREWS, GORDON  
VENDOR CODE: ANDR0020  
INSTRUCTOR / ACTIVITY: MASTERS SWIM TEAM COACH  
EXPENSE ACCT NUMBER(S): 0001-580-5302-00-3422-  
LOCATION: LAKE LYTAL FAMILY AQUATIC CENTER  
PROGRAM: SWIMMING

CONTRACT DATE: 06/14/2010  
START DATE: 06/14/2010  
END DATE: 09/30/2010

CONTRACT AMOUNT: \$5,000.00 REVENUE AMOUNT: \$6,250.00  
USED AMOUNT: \$0.00  
AMOUNT LEFT: \$5,000.00

ASSIGNED CATEGORIES:

MASTER'S SWIM TEAM COACH 0.80 Pct

5302		AQUATICS	
ACCOUNT: 0001-580-6965-3422	VENDOR CODE		
MC:	PS: 202	FSS: 0	CC: 0
CA: 0 2		DD:	

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

This Agreement is made as of the 14 day of June, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Gordon Andrews, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) US 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 14, 2010 and will renew automatically each month until September 30, 2010, unless terminated by either party per Article 7 of this contract.

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 participant per month Revenue Account No. 0001-580-5302-4724-0205 ch

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 Five Thousand dollars (\$5,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$ N/A or 80 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: US Masters Team Head Swim Coach, as more particularly described in Exhibit "A", scope of services, attached hereto and incorporated herein by reference.
- b. Name of class or activity: US Masters Swimming Program
- c. Day(s)/Date(s) Scheduled: Monday-Friday, Saturday
- d. Time Scheduled: To be worked out with Facility Manager.
- e. Location: Lake Lytal Pool
- f. A minimum of 10 and a maximum of 150 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.

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 10 days written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least ten (10) 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 day's 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 Parks & Recreation Department website, 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:

Jay Walsh, Facility Manager PH: 561-684-2685

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 6<sup>th</sup> 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 Auto Liability at a limit of liability not less than \$100,000 Each Person, \$300,00 Each Accident and Auto Property Damage Liability at a limit of liability not less than \$100,000 Each Accident for all owned, non-owned and hired automobiles.
- 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  
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: Gordon Andrews.

CONTRACTOR'S Address: 5448 Berry Blossom Way East  
West Palm Beach, FL, 33415

CONTRACTOR'S Phone No. 561-310-4924.

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 year's 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. 48. **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. 49. **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. 20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**PALM BEACH COUNTY WITNESS**

SIGNATURE

NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

SIGNATURE

NAME (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

COUNTY ATTORNEY

**PALM BEACH COUNTY**

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

SIGNATURE

NAME & TITLE (TYPE OR PRINT)

## **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 United States Masters Swimming (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.

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 1.0-3.0 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 will provide assistance to pool staff with the application and removal of pool blankets when utilized during winter months.

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. 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 and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times. CONTRACTOR will provide a minimum of one (1) coach on deck at each practice with an International Lifeguard Training Program License (ILTP), issued by Jeff Ellis and Associates or current safety service contractor with Palm Beach County. The coach will be expected to serve in a lifeguard capacity in the event of an emergency during practices.

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 ([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; 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 rosters on a bi weekly basis.

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 with the pool staff 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 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. CONTRACTOR must have all personnel complete the form for a Criminal History Records Check and provide the completed form to the COUNTY's representative for processing. 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 (\$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 not directly collect any fees but assist COUNTY with the collection of fees only by reminding participants when fees are due or past due.

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

E. Payments To Contractor

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

F. County payment of registration fees

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

G. Role of Booster Club (If a Masters Booster Club is formed.)

The Booster Club is established to support the general team in all of its activities, such as hosting of swim meets, award banquets, team social outings, the purchase of team uniforms, the coordination of team travel to away meets and fundraising events. The Booster Club is governed by an elected Board of Directors. General membership to the organization is open to members of the US Masters program. The Booster Club should annually prepare a budget for general team needs and home pool team activities that benefit the team as a whole.

H. Role of the Head Coach with the Booster Club (If a Masters Booster Club is formed.)

The Head Coach is an independent contractor with Palm Beach County, and as such, is not permitted to be a member, voting or non-voting, of the Booster Club. The role of the coach is to provide training to participants, recommend equipment purchases which will enhance the program, and to recommend swim meets and other similar competitive or fund raising opportunities to the Board of Directors. The Head Coach or other coaching staff may not influence, intimidate, or compellingly request involvement with the organization through verbal or written materials.

**STATE FARM INSURANCE COMPANIES**

State Farm Mutual Automobile Insurance Company

7401 Cypress Gardens Boulevard  
Winter Haven FL 33888

AT1

443F -2618 A

008488

ANDREWS, MELANIE & GORDON  
5448 BERRY BLOSSOM WAY E  
WEST PALM BCH FL 33415-4442**PREMIUM NOTICE****POLICY NUMBER** 259 9093-F09-59B

JUN 09 2010 to DEC 09 2010

**DATE DUE****PLEASE PAY THIS AMOUNT****THIS IS NOT A BILL.**

Coverages and Limits		Premiums
A	Liability	
	Bodily Injury 100,000/300,000	
	Property Damage 50,000	346.46
P10	No Fault	122.95
C	Medical Payments 5,000	45.22
D	500 Deductible Comprehensive	32.71
G	500 Deductible Collision	98.00
U3	Uninsured Motor Vehicle	
	Bodily Injury 100,000/300,000	154.37
	Premium Amount	799.71
	Plus	
	FHCF Assessment	8.00
	<b>Total Premium</b>	<b>\$807.71</b>

Your premium has already been adjusted  
by the following:

Premium Reductions		
	Multiple Line	75.10
	Antilock Brakes	27.49
	Multicar	129.01
	Antitheft	3.12
	Vehicle Safety	39.58
	Accident-Free	174.19
	Homeownership	17.03

Your premium is based on the following... If not correct, contact your agent.  
2006 HONDA ACCORD VIN 1HGCM56306A078864

Class 6D3050C0002

**Drivers of vehicle in your household...**Principal driver is age 50 - 74 and there are no unmarried drivers  
under 25 assigned to this car.As of JUN 09 2010 our records show the principal driver of this vehicle  
will be age 50.**Ordinary use of vehicle...**To and from work or school, not more than 100 miles weekly.  
Driven over 7,500 miles annually. (National average is 12,000 miles  
annually.)**Additional Information...**

Driver excluded: TYLER ANDREWS EFF 12-07-2003.

Your State Farm Payment Plan number is 0346618619.

Your policy has increased 1% due to the Florida Hurricane Catastrophe Fund Assessment.

You are receiving our new Homeownership Discount because a resident non-employee driver reported to us owns a residence  
that they live in at least part of the time. See enclosed insert for details. Please contact your agent if this is not accurate.Your premium may be influenced by the drivers listed below and other individuals permitted to operate your vehicle. This list  
does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers  
reported to us that own or regularly operate any vehicle in your household.

MELANIE ANDREWS, GORDON ANDREWS, RICHARD ANDREWS.

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please  
contact your agent.

Based on your driving record, you have our Accident-Free Discount for preferred customers.

*Thanks for letting us serve you...*Agent ALAN PATTEE INS AGCY INC  
Telephone 15611640.5920 or 18001940.5920

67 7169 3158

See reverse side for important information.  
Please keep this part for your record.

Prepared APR 20 2010

ACORD™  
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/10

PRODUCER  
Risk Management Services, Inc.  
P.O. Box 32712  
Phoenix, AZ 85064-2712

1-602-840-3234

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

INSURED  
LAKE LYTAL LIGHTING  
USA Swimming etal Incl Local Swimming Committees  
GORDON ANDREWS  
5448 BERRY BLOSSOM WAY E  
WEST PALM BEACH, FL 33415-4442

INSURERS AFFORDING COVERAGE  
INSURER A: Lexington Insurance Company  
INSURER B: Mutual of Omaha Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

NAIC #

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	011-2834	01/01/10	01/01/11	EACH OCCURRENCE \$2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$EXCLUDED
		<input checked="" type="checkbox"/> Participant Legal				PERSONAL & ADV INJURY \$1,000,000
		<input checked="" type="checkbox"/> Liability Included				GENERAL AGGREGATE \$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B		OTHER	T5MPSP35054	01/01/10	01/01/11	Maximum Limit 25,000
		XS ACC MED/DENTAL				

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

Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as Additional Insured but only as respects to the Named Insured's operations per the attached

ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners  
700 6th Ave. South  
Lake Worth, FL 33461  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX OR BY REGISTERED MAIL~~  
~~XXXXXX~~  
~~XX~~  
~~XX~~  
AUTHORIZED REPRESENTATIVE  
Carolyn J. Blumit

#### ENDORSEMENT No. 4

This endorsement shall be effective the issue date of the Certificate of Insurance to which it is attached and forms a part of Policy No.011-2834 Issued to United States Swimming, Inc. by Lexington Insurance Company.

#### ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES

**Section II – Who is An Insured** is amended to include as an "Additional Insured" any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the "Additional Insured" by us or on our behalf, but only with respect to liability arising out of "insured activities" by a United States Swimming, Inc. club or group member.

"Additional Insured" for the purpose of this endorsement is defined as an owner and/or lessor of a premise(s) that is leased, rented or loaned to a Named Insured or a United States Swimming, Inc. club or group member.

The insurance afforded with respect to an "Additional Insured" by this endorsement is subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while the Named Insured or a United States Swimming, Inc. club or group member is utilizing the premises;
- b. This insurance does not apply to an "occurrence" arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an "Additional Insured";
- c. This insurance does not apply to an "occurrence" arising out of or related to any design defect or maintenance of the premises by or on behalf of an "Additional Insured";
- d. This insurance shall be considered primary and non contributory with any insurance that the "Additional Insured" maintains, but only if required by a written agreement and only for an "occurrence" that is not caused by the negligence of the "Additional Insured".

## Endorsement No. 2

This endorsement, effective January 1, 2009, forms a part of Policy No.011-2834 issued to United States Swimming, Inc. by Lexington Insurance Company.

### OTHER INSURED - CLUBS OR GROUP MEMBERS

**Section II – Who is An Insured** is amended to include United States Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of United States Swimming, Inc., and group members as insureds solely as respects to "bodily injury" and "property damage" arising from "insured activities".

"Insured activities" are defined as:

- a. Swimming meets that have been issued a written "sanction" or "approval";
- b. Swimming practices, "dry land training activities" and learn to swim programs, where all swimmers or participants are members of United States Swimming, Inc., and are conducted under the direct and active supervision of a "member coach";
- c. United States Swimming, Inc. Swim-A-Thons ®;
- d. "Approved social events" and "approved fund raising activities";
- e. "Swimming Tryouts".

"Sanction" is defined as a permit that has been issued by one of the "United States Swimming, Inc. Local Swimming Committees" to a US Swimming, Inc. club to conduct a meet in conformance with all United States Swimming, Inc. rules.

"Approval" is defined as a permit issued by one of the "United States Swimming, Inc. Local Swimming Committees" for meets conducted in conformance with United States Swimming, Inc. technical rules in which both members and non members may compete. United States Swimming, Inc. member clubs that either host or participate in a meet that has been issued an "approval" will be consider an insured provided that all of its athletes or participants and coaches are members of United States Swimming, Inc.

"Member coach" is defined as a coach member of United States Swimming, Inc. who has complied with safety training required by United States Swimming, Inc.

"Approved social events" and "approved fund raising activities" are events and activities for which an insured has received approval from Risk Management Services, Inc.

"Swimming Tryouts" are defined as swimming practices where a swimmer(s) who is not and who has never been a member of United States Swimming, Inc. participates with a

United States Swimming, Inc. club, for a period not to exceed thirty consecutive days in a twelve month period, to determine the swimmer's interest in becoming a member of United States Swimming, Inc.

"Dry land training activities" are defined as weight training, running, calisthenics, exercise machine training and any other activity for which an insured has received approval from Risk Management Services, Inc.