

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 5, 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 month of August.

- A) Modern Bujutsu Karate Florida, Inc., Martial Arts, West Boynton Park & Recreation Center for the period October 1, 2010, through October 1, 2011, in an amount not-to-exceed \$22,000. (BUJUTSU11763308105252G);
- B) Shelly Janssen, Dance Instructor, West Boynton Park & Recreation Center for the period October 2, 2010, through September 30, 2011, in an amount not-to-exceed \$30,000. (JANS000408105252G);
- C) Team Elite Athletic Management International, Inc., Competitive Swim Team Coach, Aqua Crest Pool for the period August 16, 2010, through January 31, 2011, in an amount not-to-exceed \$9,500. (FLAAQUA13052808105303A); and
- D) Gold Coast Gymnastics, Inc., Tiny Tot Tumbling, West Boynton Park and Recreation Center for the period October 7, 2010, through September 30, 2011, in an amount not-to-exceed \$3,500. (GOLD012908105252G).

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 3 and 7 (AH)

Background and Justification: A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments: Independent Contractor Agreements (4)

Recommended by: _____

Department Director

Date

9/7/10

Approved by: _____

Assistant County Administrator

Date

9/15/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>62,409</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(87,923)</u>	<u>-0-</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>(25,514)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>0</u>	<u>0</u>			

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

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

		FY2010		FY2011	
	Contractor	Revenue	Expense	Revenue	Expense
A	Modern Bujutsu Karate Florida, Inc.			\$31,429	\$22,000
B	Shelly Janssen			\$42,858	\$30,000
C	Team Elite Athletic Management International, Inc.	\$3,239	\$2,591	\$8,636	\$6,909
D	Gold Coast Gymnastics, Inc.			\$5,000	\$3,500
	Totals	\$3,239	\$2,591	\$87,923	\$62,409

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

OFMB

Dr. J. Jacoby 9/14/10
Contract Development and Control

B. Legal Sufficiency:

Anne Delgent 9/14/10
Assistant County Attorney

C. Other Department Review:

Department Director

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



Palm Beach County

Date: 08/11/2010

Parks and Recreation Dept.

Contract Tracking System 00001495

CONTRACT INFORMATION

BUJUTSU11763308105252G

Approved

Certificate of Insurance

NAME: MODERN BUJUTSU KARATE FLORIDA, INC.
VENDOR CODE: BUJUTSU117633
INSTRUCTOR / ACTIVITY: MARTIAL ARTS
EXPENSE ACCT NUMBER(S): 0001-580-5252-00-3422-
LOCATION: WEST BOYNTON PARK & RECREATION CEN
PROGRAM: MARTIAL ARTS

CONTRACT DATE: 08/09/2010
START DATE: 10/01/2010
END DATE: 09/30/2011

CONTRACT AMOUNT: \$22,000.00 **REVENUE AMOUNT:** \$31,428.57
USED AMOUNT: \$0.00
AMOUNT LEFT: \$22,000.00

ASSIGNED CATEGORIES:

MARTIAL ARTS 0.70 Pct

RECREATION SERVICES

ACCOUNT: 0001-580- 5252 -3422

VENDOR CODE: BUJUTSU117633

CONTRACT:

MC: MAA

PS: je

FSS: x

CC: LP

CA: U.S.A.

DD: je

BUJUTSU11763308105252 G

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 9 day of Aug, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Modern Bujutsu Karate Florida, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Martial Arts 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 October 1, 2010 and will meet thereafter with the termination date of this agreement being October 1, 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): \$75 per participant, additional family members are \$70 Revenue Account No. 0001-580-5252-4721-09.

3. **Payments To Contractor:**

- 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 Two Thousand Dollars (\$22,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- Type of service/instructor: Instructor
- Name of class or activity: Martial Arts
- Day(s)/Date(s) Scheduled: Wednesday and Friday / October 1, 2010 – September 30, 2011
- Time Scheduled: 6:00pm – 9:00pm
- Location: West Boynton Recreation Center
- A minimum of 5 and a maximum of 75 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
7/22/10
13

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Cameron Morris

PH: 561.355.1125

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

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

Director of Recreation Services
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Modern Bujutsu Karate Florida, Inc.

CONTRACTOR'S Address: 13551 North Umlerland Circle Wellington, FL 33414

CONTRACTOR'S Phone No. 561.795.2804 or 632.2804

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE
NANCY BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

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

CONTRACTOR WITNESS

Jim Henneman
SIGNATURE
JIM HENNEMAN
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Alexis Cardona
SIGNATURE
Alexis Cardona - President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
Anne Delmont
COUNTY ATTORNEY

SCOPE OF SERVICE

Modern Bujutsu Karate Florida, Inc.

Modern Bujutsu Karate Florida, Inc. will be providing Martial Arts instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, Florida.

Instruction will be provided to participants four years of age or older in accordance with the requirements set forth by the Modern Bujutsu Karate organization.

The program will be offered from October 1, 2010 through September 30, 2011. Classes are held on Wednesdays and Fridays from 6:00 to 9:00pm. A fee of \$75.00 per person (\$70.00 per additional family member) will be charged for sixteen-one and one-half hour classes per session. A session consists of eight weeks. There are five-eight week sessions per program year.

Equipment used in this program consists of a kicking bag, bow and sai.

Evidence of Insurance

05-27-10

PRODUCER

Martial Arts Group, Inc. / Donald D. Prue (Agent)
767 S. State Rd. 7 Suite 15
Margate, FL 33068
1-800-207-6603 Fax: 954-917-6892
www.igomag.com Email: mygroup@bellsouth.net

THIS CERTIFICATE IS ISSUED AS A NOTICE OF ISURANCE FOR THE "INSURED MEMBER" FOR THE SCHEDULE OF "INSURED EVENTS" REFERENCED HEREIN. THIS CERTIFICATE AND THE INSURANCE POLICY ISSUED TO THE NAMED INSURED FORM THE ENTIRE CONTRACT WITH RESPECT TO THE "INSURED MEMBER". THIS CERTIFICATE IS FURNISHED IN ACCORDANCE WITH AND ALL RESPECTS IS SUBJECT TO THE TERMS OF THE POLICY.

INSURED

Alexis Cardona
Modern Bujutsu Karate Florida, Inc.
13551 Northumberland Circle
Wellington FL 33414

INSURANCE COMPANY
AFFORDING COVERAGE

THE POLICY LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Type of Insurance		Insurance Company	POLICY EFFECTIVE DATE	Term	LIMITS	
X	General Liability	General Liability Carrier is State Specific	5/27/10	1 Year	GENERAL AGGREGATE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY	Capitol Specialty Corporation Policy #CS218051 (AL, AK, CT, IN, KS, LA, ME, MA, NH, NJ, NV, NY, OH, OK, & WV)			PRODUCTS AGGREGATE	\$1,000,000
					PERSONAL & ADV. INJURY	\$1,000,000
	X Athletic Participants Coverage				EACH OCCURRENCE	\$1,000,000
	X Landlords Additional Insured	Riverport Insurance Company a member or Berkley Insurance Group WRD 180010 (All Other States)			FIRE DAMAGE (Any One Fire)	\$100,000
	X Includes Property Damage				Deductible	\$0
X	Accident Medical Insurance	Accident Carrier State Specific (Berkley, Lloyds, American Sentinel/Aegis or QBE)	5/27/10	1 Year	Total per Accident	\$100,000
	X Students & Staff				Deductible	\$250

CERTIFICATE HOLDERS / ADDITIONAL INSURED'S:

Town of Palm Beach
Township Comm. Assoc.
PBC Board of Co. Comissioners

LOCATIONS:

340 Seaview Ave.
Palm Beach, FL 33480

2424 Lyons Road
Coconut Creek, FL 33063

DESCRIPTION OF OPERATIONS / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:

CANCELLATION - SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE ITS EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Donald D. Prue



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Alexis Cardona
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Teach Martial Arts
At West Boynton Park & Recreation.

2. List prior work experience in providing this service:

	<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A).	<u>9/2002 - Present</u>	<u>West Boynton Park</u>	<u>Jim Hemmenga</u>
		<u>West Boynton Fl.</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teach Martial Arts to Kids And Adults</u>	
<u>From 4 yrs old to 70 yrs.</u>	<u>(561) 355-1125</u>

	<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B).	<u>9/1993 - Present</u>	<u>T.C.M.A.</u>	<u>Linda Ulrich</u>
		<u>Coconut Creek Fl.</u>	<u>(954) 973-7022</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teach Martial Arts to Kids & Adults</u>	
<u>From 4 yrs old & up.</u>	

- | <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| 5/95 | 1 st degree Black Belt | MARTY MANUEL/VINELAND N.J. |
| 5/97 | 2 nd degree Black Belt | MARTY MANUEL/VINELAND N.J. |
| 10/02 | 3 rd degree Black Belt | MARTY MANUEL/VINELAND N.J. |
| 11/05 | 4 th degree Black Belt | MARTY MANUEL/VINELAND N.J. |

- ☒ Yes ☐ No

Alexander Cardona



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Arelis - Matos - Cardona
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Teach martial Arts
At West Boynton Park & Recreation

2. List prior work experience in providing this service:

	<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A).	<u>9/2002 - Present</u>	<u>West Boynton Park</u>	
		<u>West Boynton</u>	<u>Jim Hemminger</u>
		<u>FL</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teach martial Arts to kids & Adults.</u>	
<u>From 4 yrs old and up.</u>	
	<u>(561) 355-1125</u>

	<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B).	<u>9/1993 - Present</u>	<u>T.C.M.A.</u>	<u>Linda Ulrich</u>
		<u>Coconut Creek FL</u>	<u>(954) 973-7022</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teach martial Arts to kids</u>	
<u>And Adults 4 yrs old and up.</u>	
	<u>(954) 973-7022</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>
8/06	1 st Degree Black Belt	MARTIN MANUEL / VINELAND NJ

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.

Alexander Cardona - SON



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Arelis Matos-Cardona Sex F Race HISPANIC

Date of Birth 3/25/67 Driver's License No. _____

Address 13551 Northumberland Circle

City Wellington State FL Zip 33414

I, Arelis Matos-Cardona, 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: Arelis Matos-Cardona Date: 7/16/10

Signature: Arelis Matos-Cardona



**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:

Arelis- MATOS- CARDONA

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

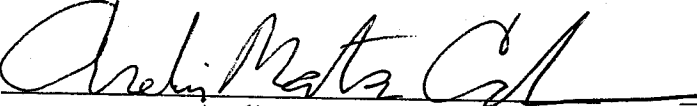
_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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.



7/16/10

Date

Applicant's Signature

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



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Alexis Cardona Sex M Race HISPANIC

Date of Birth 10/24/68 Driver's License No. C635-000-68-384-0

Address 13551 Northumberland Cir.

City Wellington State FL Zip 33414

I, Alexis Cardona, 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: Alexis Cardona Date: 7/16/10

Signature: [Signature]



**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:

Alexis Cardona

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
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_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

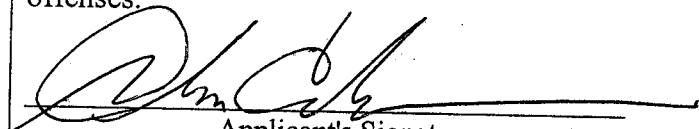
<u>Description</u>	<u>Dates</u>

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

INITIAL:



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



Applicant's Signature

7/16/10

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

JANS000408105252G
Certificate of Insurance

Approved

NAME: JANSSEN, SHELLY
VENDOR CODE: JANS0004
INSTRUCTOR / ACTIVITY: DANCE INSTRUCTOR
EXPENSE ACCT NUMBER(S): 0001-580-5252-00-3422-
LOCATION: WEST BOYNTON PARK & RECREATION CEN
PROGRAM: DANCE PROGRAM

CONTRACT DATE: 08/09/2010
START DATE: 10/02/2010
END DATE: 09/30/2011

CONTRACT AMOUNT: \$30,000.00 REVENUE AMOUNT: \$42,857.14
USED AMOUNT: \$0.00
AMOUNT LEFT: \$30,000.00

ASSIGNED CATEGORIES:

DANCE INSTRUCTOR 0.70 Pct

RECREATION SERVICES					
ACCOUNT: 0001-580- 5252 -3422		VENDOR CODE: JANS0004		CONTRACT: <u>JANS0004081052526</u>	
MC: JAH <u>AH</u>	PS: <u>DEC</u>	FSS: <u>✓</u>	CC: <u>✓</u>	CA: <u>G.N.</u>	DD: <u>DEC</u>

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

This Agreement is made as of the 9 day of Aug, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Shelly Janssen, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth Dance 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 October 2, 2010 and will meet thereafter with the termination date of this agreement being September 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): \$68/45 minute to 60 minute classes and \$80/90 minute classes per student. Revenue Account No. 0001-580-5252-4721-09
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Thirty Thousand Dollars. (\$30,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Dance Instructor
 - b. Name of class or activity: Dance
 - c. Day(s)/Date(s) Scheduled: Tuesday/Thursday/Saturday / October 2, 2010 – September 29, 2011
 - d. Time Scheduled: Tues./Thurs. 2:45 - 8:00pm and Saturday 9:30am – 1:00pm
 - e. Location: West Boynton Park and Recreation Center
 - f. A minimum of 8 and a maximum of 20 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
7/26/10

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 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 2 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Ellen Gilmer _____ PH: (561) 355-1125

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

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

Director of Recreation Services
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Shelly Janssen

CONTRACTOR'S Address: 7798 Belmont Drive Lake Worth, FL 33467

CONTRACTOR'S Phone No. 561-434-0242

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

SIGNATURE

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

COUNTY ATTORNEY

SCOPE OF SERVICE

SHELLY JANSSEN

Mrs. Janssen will be providing dance instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, FL.

The program will be offered from October 2010 through September 2011 and will consist of tap, ballet and jazz instruction for students ages 3 and up.

A fee of \$68.00 is charged for eight-one hour classes and \$80.00 for eight-one and one-half hour classes. This fee applies to one-eight week session, consisting of one class per week. There are four-eight week sessions per program year.

Equipment used for the program will consist of ballet barres, tap floor and sound system.

					DATE (MM/DD/YY) 4/6/2010	
PRODUCER FOR SERVICE CALL: FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60189 (800) 745-2409 www.fdean.com			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.			
			COMPANIES AFFORDING COVERAGE			
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Shelly Janssen dba The Kid's Dance Company 7798 Belmont Drive Lake Worth, FL 33467 CERT. #AP125739-00			COMPANY A RIVERPORT INSURANCE COMPANY			
			COMPANY B			
			COMPANY C			
			COMPANY D			
COVERAGES						
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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	WRD 180030	5/1/2010	5/1/2011	GENERAL AGGREGATE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire)	\$ 300,000.00
					MED EXP (Any one person)	\$ 5,000.00
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<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	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$
					EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
	OTHER					
	Total Certificate Premium:					\$330.00
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
Dance Activities						
CERTIFICATE HOLDER			CANCELLATION			
Shelly Janssen dba The Kid's Dance Company 7798 Belmont Drive Lake Worth, FL 33467			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE Francis L. Dean			
ACORD 25-S (1/95)			© ACORD CORPORATION 1988			

ADDITIONAL INSURED

Date (MM/DD/YY)
4/6/2010

AGENCY PHONE (A/C, No, Ext): 800-745-2409 FAX (A/C, No.): 630-665-7294 FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187		APPLICANT (First Named Insured) Shelly Janssen dba The Kid's Dance Company 7798 Belmont Drive Lake Worth, FL 33467 EFFECTIVE DATE: 5/1/2010 EXPIRATION DATE: 5/1/2011 CO/PLAN: POLICY NUMBER: WRD 180030 ACCOUNT NUMBER:		Phone (A/C, No, Ext):	
CODE: SUBCODE:					
AGENCY CUSTOMER ID					
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> EMPLOYEE AS LESSOR		RANK: NAME AND ADDRESS Palm Beach County Board of County Commissioners 6000 North Tree Boulevard Lake Worth, FL 33467 ITEM DESCRIPTION:		REFERENCE #: CERTIFICATE REQUIRED INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER	
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> EMPLOYEE AS LESSOR		RANK: NAME AND ADDRESS Palm Beach State College 4200 Congress Avenue Lake Worth, FL 33461 ITEM DESCRIPTION:		REFERENCE #: CERTIFICATE REQUIRED INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER	
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> EMPLOYEE AS LESSOR		RANK: NAME AND ADDRESS ITEM DESCRIPTION:		REFERENCE #: CERTIFICATE REQUIRED INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER	
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> EMPLOYEE AS LESSOR		RANK: NAME AND ADDRESS ITEM DESCRIPTION:		REFERENCE #: CERTIFICATE REQUIRED INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER	
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> EMPLOYEE AS LESSOR		RANK: NAME AND ADDRESS ITEM DESCRIPTION:		REFERENCE #: CERTIFICATE REQUIRED INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER	
INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> EMPLOYEE AS LESSOR		RANK: NAME AND ADDRESS ITEM DESCRIPTION:		REFERENCE #: CERTIFICATE REQUIRED INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER	



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Shelly Janssen
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Dance Instruction in
Tap Ballet and Jazz TO students Ages 3 to 18

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 2002 TO Present	West Boynton Park and Recreation Center	Jim Henneman

<u>Scope of Work</u>	<u>Contact #</u>
To provide Dance Education in Tap, Ballet and Jazz To Students Ages 3 to 18.	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). 1993-2002	The City of Boynton Beach Parks and Recreation Center	Sharon Goldman

<u>Scope of Work</u>	<u>Contact #</u>
To provide Dance Education in Tap, Ballet and Jazz TO Students Ages 3 to 18.	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C). 1976-1987	Donna's Dance Center	Donna Southwood

<u>Scope of Work</u>	<u>Contact #</u>
To provide Dance Education in Tap, Ballet and Jazz to students ages 3 to 18.	

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>
1988 to 2009	Summer Dance Intensive Workshops	Donna's Dance
2004-July	Dance Educators of America (DEA)	NYC Various Choreographers
1993-1994	Joe Tremaine Workshop	- Orlando, Florida "
1980-June, July, August	Clint Hamlin School of Dance	Boston, MA
1976-1980	Center for Ballet & Dance Arts,	Syracuse, NY Various Choreographers
1965-1987	Donna's Dance Center	- Donna Southwood.

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.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Shelly M. Janssen Sex F Race W

Date of Birth 8-6-62 Driver's License No. _____

Address 7798 Belmont Dr.

City Lake Worth State FL Zip 33467

I, Shelly Janssen, 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: Shelly Janssen Date: 7/22/10

Signature: Shelly Janssen



**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: _____

Shelly Janssen
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.)

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

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

INITIAL:

SMJ

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.

Shelly Janssen
Applicant's Signature

7/22/10
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



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 00001496

Date: 08/16/2010

CONTRACT INFORMATION

FLAAQUA13052808105303A

Approved

Certificate of Insurance

NAME: TEAM ELITE ATHLETIC MGMT INTNATL, INC.,
VENDOR CODE: FLAAQUA130528
INSTRUCTOR / ACTIVITY: Competitive Swim Team Coach
EXPENSE ACCT NUMBER(S): 0001-580-5303-00-3422-
LOCATION: AQUA CREST POOL
PROGRAM: USS SWIMMING & US MASTERS SWIMMING I

CONTRACT DATE: 08/09/2010
START DATE: 08/16/2010
END DATE: 01/11/2011

CONTRACT AMOUNT: \$9,500.00 REVENUE AMOUNT: \$11,875.00
USED AMOUNT: \$0.00
AMOUNT LEFT: \$9,500.00

ASSIGNED CATEGORIES:

Competitive Swim Team Coach 80.00 Pct

AQUATICS DIVISION					
ACCOUNT: 0001-580- 5303 -3422		VENDOR CODE: <u>FLAAGUA130528</u>		CONTRACT:	
MC:	PS: <u>JLN</u>	FSS:	CC:	CA:	DD: <u>DHL</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 9 day of Aug, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Team Elite Athletic Management International, Inc. d/b/a FLA Aquatics, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) USS Swim Team and a US Masters Swim Team 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 August 16, 2010 and will meet thereafter with the termination date of this agreement being January 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): \$20, \$30, \$40, \$45, \$70, \$75, or \$80 per month. Revenue Account No. 0001-580-5303-4724-04 and 05
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 nine thousand five hundred Dollars (\$9,500.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ n/a or 80 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Competitive Swim Team Coach
 - b. Name of class or activity: USS Swimming and US Masters Teams
 - c. Day(s)/Date(s) Scheduled: To be worked out with Facility Manager
 - d. Time Scheduled: To be worked out with Facility Manager
 - e. Location: Aqua Crest Pool
 - f. A minimum of 15 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.

received
8/9/10 B

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least 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 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:

Michelle Lawrence, Facility Manager I PH: 561-278-7104

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: Duffy Dillon

CONTRACTOR'S Address: 501 Seabreeze Blvd., Fort Lauderdale, FL 33316

CONTRACTOR'S Phone No. 954-468-5590

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

SIGNATURE

NAME (TYPE OR PRINT) Wally Beck

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Erica Lee

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Barbara Cullen

SIGNATURE

BARBARA DILLON

NAME (TYPE OR PRINT)

~~INDEPENDENT CONTRACTOR~~

Jeffrey Wilson

SIGNATURE

DUFFY DIMON / CEO

NAME & TITLE (TYPE OR PRINT)

SECTION V
SCOPE OF SERVICES

The basic requirements for the Head Swimming Coach for USA Swimming Program and Masters program (CONTRACTOR) are as follows:

A. Scope of Work

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive swim programs. CONTRACTOR must organize and supervise the competitive swim program as well as instruct and train the participants in competitive swimming. CONTRACTOR is responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming or US Masters Swimming; and technical instruction of competitive swimmers. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions. CONTRACTOR will supervise swimmers at practices and meets; will oversee the entry of swimmers in sanctioned USA Swimming or US Masters competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming or US Masters Swimming. The COUNTY will pay for the annual membership to USA Swimming and/or US Masters Swimming upon receipt of the invoice sixty days prior to due date.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for all ages and skills levels. CONTRACTOR and its programs shall not discriminate against any person in employment, contracting, or participation.

CONTRACTOR shall conduct business in a safe, competent, professional, and courteous manner to the satisfaction of the COUNTY and shall foster a positive and cooperative working relationship with County staff and all contractors working at the facility. CONTRACTOR and all personnel under the direction of the CONTRACTOR must obey all COUNTY rules, regulations, policies and ordinances and conduct business with full regard for the safety of the participants as well as for the facility.

No signs, banners or advertising is permitted at the facility without the approval of the manager of the facility.

Immediately upon arrival at the facility, CONTRACTOR will inspect the site prior to beginning any activity. 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 conduct team practices only with the supervision of Palm Beach County Pool Lifeguards on stand.

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 or as directed by the facility manager or designee.

CONTRACTOR shall follow the facility's 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 Division Director as outlined in Appendix D.

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. CONTRACTOR will provide qualified and trained coaches and instructors for all programs offered. CONTRACTOR shall require all coaches and instructor to be duly certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must provide, maintain and keep readily available a first aid kit as recommended by the American Red Cross at all times during its programs and practices.

CONTRACTOR will provide a minimum of one (1) coach or adult 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 ILTP certified coach will be expected to serve in a lifeguard capacity in the event of an emergency during practices. When practice is scheduled outside of the normal public hours an ILTP certified adult may be required to serve in a full lifeguard capacity (sit on a lifeguard stand ready to perform rescues and assist with accidents, first aid etc.).

CONTRACTOR will adhere to the practice schedule agreed upon in advance by the facility manager unless arrangements have been made for special needs or events.

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. 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 any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than permitted practice times.

CONTRACTOR will 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 with a list of registered USA Swimming or US Masters members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. 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 bi-weekly attendance figures on the first and third Tuesday of each month. The COUNTY will provide assistance by collecting delinquent payments from

participants.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim 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. (R2008-2241)

B. Use of Premises

The facility, when permitted by the COUNTY for the CONTRACTOR for the USA Swimming or US Masters competitive program(s) 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 lane 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, CONTRACTOR shall 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.

CONTRACTOR shall ensure proper use and care of all equipment by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR shall 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 office and storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the facility each morning in conjunction with scheduled facility staff for the USA Swimming competitive program when utilizing the facility prior to the facility's opening to the general public. The CONTRACTOR shall also close and secure the facility each evening in conjunction with scheduled facility staff if the program conclusion is after operational hours.

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

The Parks and Recreation Department will provide a work area for the Head Coach to utilize during USA Swimming program and Master's 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.

CONTRACTOR shall maintain all COUNTY property in an "as is" condition and shall police and clean all teaching/coaching areas utilized by the CONTRACTOR at the close of each session so that such areas may be utilized by the COUNTY without further assistance from COUNTY personnel.

Janitorial maintenance: Janitorial maintenance shall include the daily collection and proper storage of equipment utilized by the clients/participants; the proper disposal of garbage/trash from offices including items discarded by clients/participants in and around pool areas. No equipment or educational tools shall at anytime be left in the pool or on the pool deck at the end of a practice.

C. Personnel

It is the intention of the COUNTY that the CONTRACTOR's personnel proposed for the contract will be available for the initial contract term. In the event the CONTRACTOR wishes to substitute personnel he/she shall propose personnel of equal or higher qualifications and all replacement personnel are subject to COUNTY approval. In the event substitute personnel are not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the Contract for cause.

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 CONTRACTOR's personnel are required to undergo a criminal background screening through the COUNTY's process and paid for by the CONTRACTOR, prior to coaching or work with the team.

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.

D. Program Fees & Charges

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

F. Role of Parents' Organization

The Parents' Organization is established to support the USA Swim team in all its activities, such as the 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 Parents' Organization is governed

by an elected Board of Directors. General membership to the organization is open to parents of age-group participants in the swim program. The Parents' Organization should annually prepare a budget for general team needs and home pool team activities that benefit the team as a whole.

If the CONTRACTOR is awarded the Masters swim program and the participants choose to organize a booster club the provisions above for the Parent's organization would apply. Membership in the booster club would be open to all Masters participants.

G. Role of Head Coach with any Booster Organizations

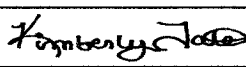
The Head Coach is an independent contractor with Palm Beach County, and as such, is not permitted to be a member, voting or non-voting, of a Booster Organization. The role of the coach is to provide training to participants, recommend equipment purchases which will enhance the program, and to recommend swim meets and other similar competitive or fund raising opportunities to the Booster Club's 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.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/9/2010												
PRODUCER Risk Management Services, Inc. P.O. BOX 32712 Phoenix AZ 85064-2712 (602) 840-3234 (602) 274-9138		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 Team Elite Athletic Management (T.E.A.M) International, Inc dba FLA Aquatics 501 Seabreeze Blvd Ft. Lauderdale FL 33316		<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Aspen Specialty Insurance Co.</td><td></td></tr><tr><td>INSURER B: Nationwide Life Insurance Co.</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Aspen Specialty Insurance Co.		INSURER B: Nationwide Life Insurance Co.		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Aspen Specialty Insurance Co.														
INSURER B: Nationwide Life Insurance Co.														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR	ADD'L	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD							
A	Y	GENERAL LIABILITY		CRA5D9U10 N	5/15/2010	5/15/2011	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				\$ 3,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ABUSE OR MOLESTATIONS				250,000	
A	Y	AUTOMOBILE LIABILITY		CRA5D9U10 N	5/15/2010	5/15/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)				\$	
		<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)				\$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
		<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO	OTHER THAN EA ACC AGG				\$	
		EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	AGGREGATE				\$	
							\$	
		<input type="checkbox"/> DEDUCTIBLE	\$					
		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 AD&D		0013634-25	5/15/2010	5/15/2011	Maximum Limit \$5,000	
		XS Medical/Dental					Maximum Limit \$25,000	

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

Verification of Swimming Lessons coverage for the General Liability. Excess Medical/Dental coverage provided for the Insured's Participants only. The Certificate Holder is included as Additional Insured on the General Liability, but only as respects to the Named Insured's operations.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Parks and Recreation Department 2700 Sixth Ave. South Lake Worth FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTIFY BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR BY TELEPHONE TO THE CERTIFICATE HOLDER'S LAST KNOWN ADDRESS OR BY FIRST CLASS MAIL TO THE CERTIFICATE HOLDER'S LAST KNOWN ADDRESS. AUTHORIZED REPRESENTATIVE 

IMPORTANT

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

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

DISCLAIMER

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

DUFFY DUNN / FLA AQUATICS
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? COMPETITIVE SWIM
TEAM COACH

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A).	as detailed in RFP #01-10	AC/LCS
<u>submittal</u>		

Scope of Work

Contact #

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

Scope of Work

Contact #

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
	previously submitted	

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.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) MICHAEL DUFFY DILLON Sex M Race W

Date of Birth 1/6/65 Driver's License No. D450-544-65-006-0

Address 289 SE 3rd Terr

City POMPAHO BEACH State FL Zip 33060

I, DUFFY DILLON, 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: DUFFY DILLON Date: 7/23/10

Signature: [Signature]



**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:

MICHAEL DUFFY DILLON

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:

NONE

<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

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

INITIAL:



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


Applicant's Signature

7/23/10

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



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

PLEASE TYPE OR PRINT IN BLACK INK

Page 1 of 2

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

Address: _____
City: _____ State/Province: _____
Zip/Postal Code: _____ Country: _____
Main Phone Number: _____
Contact Name: _____ E-mail Address: _____
(E-mail Address may be used for Orders/Contracts)
Contact Phone Number: _____ Alternate Phone Number: _____
Contact Fax Number: _____ Alternate Fax Number: _____

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

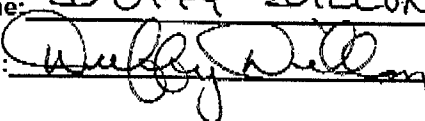
Name: none Position/Title: _____
Name: _____ Position/Title: _____

5. List Company Officials:

Name: DUFFY DILLON Position/Title: CEO/PRESIDENT
Name: BARBARA DILLON Position/Title: VICE PRESIDENT
Name: _____ Position/Title: _____

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

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

Print Name: DUFFY DILLON Title: CEO/PRESIDENT
Signature:  Date: 8/1/10



CONTRACT INFORMATION

GOLD012908105252G

Approved

Certificate of Insurance

NAME: GOLD COAST GYMNASTICS, INC
VENDOR CODE: GOLD0129
INSTRUCTOR / ACTIVITY: TUMBLING INSTRUCTOR
EXPENSE ACCT NUMBER(S): 0001-580-5252-00-3422-
LOCATION: WEST BOYNTON PARK & RECREATION CEN
PROGRAM: TINY TOT TUMBLING

CONTRACT DATE: 08/18/2010
START DATE: 10/07/2010
END DATE: 09/30/2011

CONTRACT AMOUNT:	\$3,500.00	REVENUE AMOUNT:	\$5,000.00
USED AMOUNT:	\$0.00		
AMOUNT LEFT:	\$3,500.00		

ASSIGNED CATEGORIES:

TINY TOT TUMBLING

70.00 Pct

RECREATION SERVICES					
ACCOUNT: 0001-580- 5252 -3422		VENDOR CODE: GOLD0129		CONTRACT:	
MC: <u>JAH</u> <u>AH</u>	PS: <u>JPC</u>	FSS: <u>PNP</u>	CC: <u>AP</u>	CA: <u>CN</u>	DD: <u>JPC</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 18 day of Aug, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Goldcoast Gymnastics, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Tiny Tot Tumbling 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 October 7, 2010 and will meet thereafter with the termination date of this agreement being September 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): \$78 / 8 weeks, per student. Revenue Account No. 0001-580-5252-4721-09
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Three Thousand Five Hundred Dollars. (\$3,500.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Tumbling Instructor
 - b. Name of class or activity: Tiny Tot Tumbling with parent / Tiny Tot Tumbling without parent
 - c. Day(s)/Date(s) Scheduled: Thursdays / October 7, 2010 – September 29, 2011
 - d. Time Scheduled: 9:30am – 10:10am / 10:15am – 10:55am
 - e. Location: West Boynton Park and Recreation Center
 - f. A minimum of 6 and a maximum of 12 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
8/2/10 13

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Ellen Gilmer _____ PH: (561) 355-1125

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

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

Director of Recreation Services
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Gold Coast Gymnastics, Inc.

CONTRACTOR'S Address: 1420 Rupp Lane Lake Worth, FL 33460

CONTRACTOR'S Phone No. 561-585-2700

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Mary Beale
SIGNATURE

Nancy BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Jim Henneman
SIGNATURE

0
SIM HENNEMAN
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Christina McKruti
SIGNATURE

SIGNATURE

Christina S White


NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Helgeson
COUNTY ATTORNEY

ACORD™		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/27/10	
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 Summit America Insurance Services, L.C. 7400 College Blvd., Suite 100 Overland Park, KS 66210			CONTACT NAME: PHONE (A/C, No. Ext): (913) 327-0200 FAX (A/C, No): (913) 327-0201 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED Gold Coast Gymnastics Inc. 1420 Rupp Lane Lake Worth, FL 33460 A Member of the Sports, Leisure & Entertainment RPG			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A: Nationwide Mutual Insurance Company		23787
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
			INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		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	
A	GENERAL LIABILITY			6B-MAS-45319-00	12:01 AM 11/8/2009	12:01 AM 11/8/2010	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PROFESSIONAL LIABILITY	\$ 1,000,000
							LEGAL LIABILITY TO PARTICIPANTS	\$ 1,000,000
							COMBINED SINGLE LIMIT (Ea Accident)	\$ 1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DEDUCTIBLE							
	RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6B-MAS-45319-00	12:01 AM 11/8/2009	12:01 AM 11/8/2010	PRIMARY MEDICAL	NC
							EXCESS MEDICAL	\$ 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	
Location(s): 1420 Rupp Lane , Lake Worth, FL 33460	
\$100,000 Defense cost reimbursement for abuse/molestation claims included.	
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured named above.	
CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of Commissioners 2700 6 th Avenue South Lake Worth, FL 33461	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

Scope of Service

Program Name: Tiny Tot Tumbling

Instructor: Gold Coast Gymnastics, Inc.- Mrs. Jill Rojas

Location: West Boynton Recreation Center

Class Day & Times:

Thursdays

Ages: 18 Months(walking)-2 years old - with parent

9:30-10:10 AM

Ages: 3 years-5 years- independent

10:15-10:55 AM

Fees: \$ 78.00

Business Information: Gold Coast Gymnastics, Inc.

1420 Rupp Lane

Lake Worth, Fl. 33460

561-585-2700 -- Jill's Cell- 561-601-1230

E-mail: info@gcgym.com - Website: www.gcgym.com

Gold Coast Gymnastics, Inc. 14,000 sq ft. training facility located in Lake Worth, and was established in 1973. We teach children from walking to college students in the sport of gymnastics. We train on all Olympic events for men and women. We also teach preschool and school age gymnastics, tumbling, cheerleading and have successful competitive teams. Our instructors are members of USA Gymnastics and AAU leagues (The governing bodies of Gymnastics) They are safety certified, First Aid and CPR trained. Gold Coast staff is trained to be movement and gymnastics specialists.

Instructor: Mrs. Jill Rojas is the Master Instructor, Team Coach and Director at Gold Coast Gymnastics, Inc. She has been teaching the sport of gymnastics since 1987. She teaches the girl's competitive team, instructor for preschool and school age classes, teaches outreach/satellite programs at various locations in Palm Beach County. Mrs. Rojas is a highly motivated and enthusiastic instructor. She enjoys working with children and parents to educate them in the sport and fun of gymnastics.

Class information:

Parent assisted class (walking-18 months- 2 years). Children and parents will learn together in this class. Parents will assist children learn gymnastics concepts such as jumping, hopping, rolling, over/under, sideways and many more exciting themed lesson plans. In the beginning of the class there will be circle time. This consists of roll call, stretching, music and parent assisted activities. Second and third parts of this class are devoted to tumbling, obstacle course, perceptual stations. The conclusion of the class ends with goodbye's and stamps.

3 & 4 years old- attend this class with out parental assistance. They will work more advanced gymnastics skills taught to their ability/age/level. The same lesson plans/concepts will be taught as in the parent class. Skills will increase to their ability. We are building self-confidence, self-esteem and motor skills through fitness and fun.

Equipment: Provided by West Boynton Park: 8 folding blue panel mats, 2 red folding panel mats, incline, stairs, 5 section segmented tunnel, large & small octagons, large & small incline, 4 segmented trapezoid, safety skill mat and numerous items form the closet. **Provided by Gold Coast:** Music, lummi sticks, bean bags, ladder, balance beams, trampoline, boards, indoor bounce house, pre-school bar, hula hoops and many more items from Gold Coast Gymnastics, Inc. FUN_FUN_FUN!!!



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Jill A. Rojas

Name of Recreation Service Provider/Sports Official

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

Tiny Tot Tumbling with parent and without parent

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 1987 - Current	Gold Coast Gymnastics Inc	Chris White

Scope of Work

Contact #

teaching gymnastics to children and parents 561-585-2700
Ages working thru teens, Competitive teamcoach

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). 1994 - Current	City of Boynton Beach Civic Center	Janice Phillips

Scope of Work

Contact #

instructing parent and child Ages 18mo. - 5yrs. 742-6240
Old in the sport of gymnastics

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 1998 - Current	City of West Palm Beach South Olive Rec. Center	Deborah Gunther

<u>Scope of Work</u>	<u>Contact #</u>
Instructing gymnastics to Children ages 3-12 in the sport of gymnastics	804-4945

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>
Pre-school —	Keep Flipping Education	Tampa, Fl.
	AAU + USA-G Membership Professional	
	Patti Komara - Preschool education	
	Current yearly - Safety Certification for gymnastics	

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.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Jill Autumn Rojas Sex F Race W

Date of Birth 8-29-1974 Driver's License No. R220-421-74-809-0

Address 1374 Pinetta Circle

City Wellington State FL Zip 33414

I, Jill Rojas, 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: Jill A. Rojas Date: 7/29/10

Signature: Jill A. Rojas



**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: _____

Jill Autumn Rojas

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:

OK

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.

Jui A Rojas
Applicant's Signature

7/29/10

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