

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 21, 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 approve: First Amendment to Independent Contractor Agreement (R2010-0354) with Mary Lou Putnam for the Water Exercise Program at North County Pool for the period January 26, 2010, through January 25, 2011, increasing the total contract amount by \$2,500 for a new total amount of \$12,400.

**Summary:** On January 26, 2010, the Parks and Recreation Department entered into an Independent Contractor Agreement with Mary Lou Putnam to provide water exercise instructor services at North County Pool. Program fees are paid by participants directly to the County, and the Independent Contractor is paid 70% of all program fees collected. The 30% retained by the County covers all expenses to administer the program and generates a positive revenue stream. Due to the popularity of the program, a greater number of participants are enrolling than were anticipated and the amount due the contractor will exceed the \$9,900 maximum by \$2,500. This Amendment allows for the additional payment to the Independent Contractor while all other terms of the Agreement remain the same. District 1 (AH)

**Background and Justification:** A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval. However, this resolution does not provide for any Amendments to the Independent Contractor Agreements.

This Amendment has been executed by Mary Lou Putnam and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. First Amendment to Independent Contractor Agreement
2. Independent Contractor Agreement

Recommended by:   
Department Director

11/29/10  
Date

Approved by:   
Assistant County Administrator

12/13/10  
Date

## 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>2,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(3,571)</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>(1,071)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

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

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

FUND: General Fund  
UNIT: North County Aquatic Complex

Contractual Services-Recreation      0001-580-5305-3422      \$2,500

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

N. Diaz 12/6/2010  
OFMB

Dr. J. Jacob 12/7/10  
Contract Development and Control

### B. Legal Sufficiency:

Anne Delgado 12/10/10  
Assistant County Attorney

This amendment complies with  
our review requirements.

### C. Other Department Review:

        
Department Director

REVISED 10/95  
ADM FORM 01

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

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN PALM BEACH COUNTY AND MARY LOU PUTNAM  
FOR WATER EXERCISE PROGRAM**

**THIS AMENDMENT** is entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Mary Lou Putnam, an Independent Contractor, herein referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, on January 26, 2010, County entered into an Independent Contractor Agreement (PUT1274590110530500A) with Contractor, hereinafter referred to as the "Agreement" to provide funding in an amount not to exceed \$9,900 for all services and materials for the Water Exercise instructor services, hereinafter referred to as the "Program"; and

**WHEREAS**, Contractor's fee is the sum of 70% of the paid enrollment fees for the Program; and

**Whereas**, the paid enrollment fees will exceed \$9,900 for the Agreement period; and

**WHEREAS**, the total contract amount required to be paid to the Contractor needs to be increased by \$2,500; and

**WHEREAS**, the Program benefits all citizens of Palm Beach County.

**NOW THEREFORE**, the parties hereby agree as follows:

1. The first sentence in Section 3a. of the Agreement is amended to read: "The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Twelve Thousand, Four Hundred Dollars (\$12,400) ."

2. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**Attachment #** \_\_\_\_\_ /

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

**ATTEST:**

**SHARON R. BOCK, Clerk &  
Comptroller**

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_

**Karen T. Marcus, Chair**

**WITNESSES:**

**INDEPENDENT CONTRACTOR**

M. Jayne  
J. H. H. H.

By: Mary Lou Putnam  
Signature

Mary Lou Putnam, Water Exercise Instructor  
Name and Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: Eric Call  
Eric Call, Director  
Parks and Recreation Department



Palm Beach County  
Parks and Recreation Dept.

DATE : 02/02/2010

Contract Tracking System 0000001490

## CONTRACT INFORMATION

Active

PUT1274590110530500A

Certificate of Insurance

NAME : PUTNAM, MARY LOU  
VENDOR CODE: PUT127459  
INSTRUCTOR: WATER EXERCISE INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5305-00-3422  
LOCATION: NORTH COUNTY AQUATIC COMPLEX  
PROGRAM: WATER EXERCISE

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CONTRACT DATE : 01/26/2010  
START DATE : 01/26/2010  
END DATE : 01/25/2011

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CONTRACT AMOUNT :	9,900.00	REVENUE AMOUNT:	14,143.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	9,900.00	AMOUNT LEFT :	14,143.00

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ASSIGNED CATEGORIES:

WATER EXERCISE

0.70 Pct

**COPY**

# AQUATICS

ACCOUNT: 0001-580- 5305 -3422		VENDOR CODE: PUT127459		CONTRACT: PUT1274590110530500A	
MC: <u>Ja</u>	PS: <u>202</u>	FSS: <u>8</u>	CC: <u>13</u>	CA: <u>09A</u>	DD: <u>DHL</u>

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

This Agreement is made as of the 26 day of Jan, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Mary Lou Putnam, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) WATER EXERCISE 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 January 26, 2010 and will meet thereafter with the termination date of this agreement being January 25, 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): \$3.00 per Revenue Account No. 0001-580-~~305~~-4724-02  
5305
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 Nine Hundred Dollars (\$9,900). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ N/A or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Water Exercise Instructor
  - b. Name of class or activity: Water Exercise/Joint Rejuvenation
  - c. Day(s)/Date(s) Scheduled: Tuesday, Wednesday, Thursday
  - d. Time Scheduled: 11:00am - 12:00pm
  - e. Location: North County Aquatic Complex 861 Toney Penna Drive, Jupiter, FL 33456
  - f. A minimum of 5 and a maximum of 80 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**  
1/12/10

**COPY**

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 14 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.

**COPY**

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

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

Jennifer Anglin, Aquatics Program Coordinator PH: 561-966-6632.

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

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

Director of Aquatics  
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: Mary Lcu Putnam.

CONTRACTOR'S Address: 110 Casa Grande Ct. Palm Beach Gardens, FL 33418.

CONTRACTOR'S Phone No. 561.312.1091.

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)

**CONTRACTOR WITNESS**

Anglin  
SIGNATURE

Jennifer Anglin  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Chris Cole  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

Mary Lou Putnam  
SIGNATURE

MARY LOU PUTNAM  
NAME & TITLE (TYPE OR PRINT)  
WATER EXERCISE INSTRUCTOR

**COPY**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Helgent  
COUNTY ATTORNEY

## **SCOPE OF SERVICES**

## **Exhibit A**

### **The basic requirements for the Water Exercise Instructor (CONTRACTOR) are as follows:**

#### **A. Scope of Work**

The CONTRACTOR has the responsibility of preparing the programs for Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

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

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

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. Should any safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

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

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, Aquatic Program Coordinator, Aquatics Supervisor and Aquatics Division Director as outlined in Attachment A.

**COPY**

CONTRACTOR will ensure that all participants are instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in Aquatic Exercise; First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide a service capable of responding to public questions, and program information.

CONTRACTOR will provide the facility manager with **14 days notice** of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

CONTRACTOR will work with and maintain open dialogue with the facility manager, liaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by attending scheduled meetings and in general daily interaction.

CONTRACTOR will obtain approval from the facility manager for all activities other than permitted class times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

CONTRACTOR shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

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. (R208-2241)

A. Use of Premises

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

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

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

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly storage areas that have been allocated for the Water Exercise program.

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.

B. Personnel

The CONTRACTOR will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

C. Program Fees & Charges

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

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

D. Payments To Contractor

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

**COPY**

WATER EXERCISE INSTRUCTOR  
SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

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

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

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

**COPY**



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

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

MARY LOU PUTNAM  
Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 4-1-07 - 12-31-09	PBG Aquatic Center	Karen Portentew

<u>Scope of Work</u>	<u>Contact #</u>
DEEP WATER FITNESS	630-1100

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

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

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

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>
6-24-2007	FITOUR	Robert Otis
* 6-24-2009	Fitour	Robert Otis
5-07-2009	5 day Aquatic Conference	AEA Orlando
Attached		

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.

**COPY**

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# Fitour


*Bestows the Certification of*

## AQUA INSTRUCTOR

TO

Mary Lou Putnam

COPY

  
Robert Ottis, Jr., CEO



Expiration Date: 6/24/2011  
FITOUR® ID: 71742



CERTIFICATE OF INSURANCE					ISSUE DATE (MM/ DD/ YY) 01/05/2010 12:01:00 AM ET	
<b>PRODUCER</b> SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866 (800) 622-7370 Email: instructor@sadlersports.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.				
<b>INSURED</b>  Mary Lou Putnam d/ b/ a Aqua- phoria 110 Casa Grande Court Palm Beach Gardens, FL 33418		<b>COMPANIES AFFORDING COVERAGE</b>				
		COMPANY LETTER A NATIONWIDE MUTUAL INSURANCE COMPANY				
		COMPANY LETTER B				
		COMPANY LETTER C				
<b>COVERAGES</b>						
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	POLICY EXPIRATION DATE	LIMIT OF COVERAGE	
A	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & contractors Prot.	RPG47524	12:01AM ET 01/18/2010	12:01AM ET 01/18/2011	General Aggregate	\$1,000,000 (Per Year)
					Products- Comp/ Ops Aggregate	\$500,000 (Per Year)
					Personal & Advertising Injury	\$500,000
					Each Occurrence	\$500,000
					Fire Damage (Any one fire)	\$300,000
					Medical Expenses (Any one person)	\$5,000
					Participant Legal Liability	\$500,000
					<b>Automobile Liability</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non- owned autos <input type="checkbox"/> Garage liability.	
Bodily Injury (per person)	\$					
Bodily Injury (per accident)	\$					
Property Damage	\$					
Each Occurrence	Aggregate					
<b>Excess Liability</b> <input type="checkbox"/> Other than umbrella form					\$	
<b>Workers' Compensation and Employers' Liability</b>					Statutory	
					Each Accident	\$
					Disease- Policy Limit	\$
					Disease- Each Employee	\$
<b>Participant Accident</b>					AD&D	\$
					Primary Medical	\$
					Excess Medical	\$
					Weekly Indemnity	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS <b>RE: Aquatic Exercise, (CERTIFIED)</b> <b>PROFESSIONAL LIABILITY \$500,000</b> With respect to the General Liability, the Certificate Holder is added as an Additional insured solely in its capacity as a property owner or sponsor, but only with respect to liability arising out of the insured's operations. This insurance does not apply to the sole negligence of the Additional Insured.						
<b>CERTIFICATE HOLDER</b>  Additional Insured - Property Owner  BOCC of Palm Beach County 2700 6th Ave S Lake Worth, FL 33461			<b>CANCELLATION</b>  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 