

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 20, 2011

Consent

Regular

Ordinance

Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Independent Contractor Agreements received during the months of October and November of 2011:

- A) Team Elite Athletic Management International, Inc., Competitive Swim Team Coach, Aqua Crest Pool, for the period October 1, 2011 through December 31, 2011 (FLAAQUA13052810115303D); and
- B) Palm Beach County Officials Association, Inc., Volleyball Official, West Boynton Park and Recreation Center, for the period November 1, 2011 through December 15, 2011 (PALM016811115252G).

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 (2)

Recommended by: 
Department Director

11/22/11
Date

Approved by: 
Assistant County Administrator

12/12/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>11,152</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(19,700)</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>*(8,548)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Department 580 Unit 5252/5303
 Revenue 4721/4724 /Object 3422 Program N/A

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

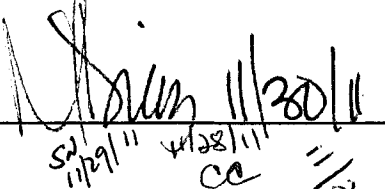
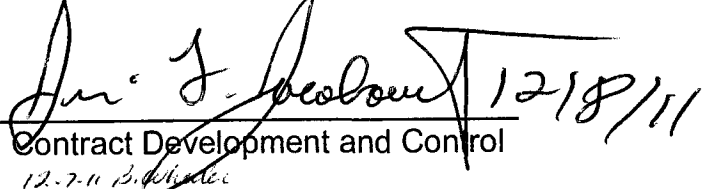
	Contractor	Revenue	Expense
A	Team Elite Athletic Management International, Inc.	\$12,500	\$10,000
B	Palm Beach County Officials Association, Inc.	\$7,200	\$1,152
	Totals	\$19,700	\$11,152

* Estimated net revenue for these agreements is \$8,548. Actual revenue and operating costs will be determined at the termination of the agreements.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

OFMB  11/30/11
 Contract Development and Control  12/8/11
 12-7-11 B. B. B.

B. Legal Sufficiency:

Anne Toland 12/9/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/2003
 ADM FORM 01

This summary is not to be used as a basis for payment
 G:\Aquatics Division\Bzwan\Receive and File Items\Receive & File Agenda Item 12-20-11 (ICA).doc

AQUATICS DIVISION

FLA980A13052810115303D

ACCOUNT: 0001-580- **5303** -3422

VENDOR CODE:

VC-130528

CONTRACT:

KPO 580 110711-107

MC:

PS: *ACD*

FSS: *cat*

CC: *J*

CA:

DD: *DAL*

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

This Agreement is made as of the 1 day of October, 2011, 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 USA Swimming and US Masters Swimming program as more particularly described in Exhibit A attached hereto, 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, 2011 and will meet thereafter with the termination date of this agreement being December 31, 2011.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fees charged by the COUNTY for this class or activity are as per the attached fee schedule (Exhibit A) 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 ten thousand Dollars (\$10,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of 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: USA Swimming and US Masters Swim programs
 - 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

received
11/11/11

class or activity which does not have the specified minimum number of participants registered.

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon 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. The CONTRACTOR must provide the COUNTY with a copy of the USA non-athlete membership card showing the "Valid to" date for any personnel that will be working with the program to verify that they have cleared the USA Swimming background screening process. The copy of the card must be provided prior to the person entering the facility. The CONTRACTOR shall be responsible for all costs associated with the USA Swimming Criminal Background Check Policy.
 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.

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:** Exempt
- 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 lift 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 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. 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. **Office of the Inspector General:** Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor
22. **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.
23. **Nondiscrimination:** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

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**Palm Beach County Parks and Recreation Department
Aqua Crest Pool USA Swimming and US Masters Swimming**

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 programs 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 and 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 and US Masters competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming and US Masters Swimming.

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 Aqua Crest Pool "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.

CONTRACTOR will ensure that all participants are instructed in the pool rules and safety procedures to ensure that the risk of accidents or injury is minimized. CONTRACTOR will provide qualified and trained coaches and instructors for all programs offered. CONTRACTOR shall require all coaches and instructors 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 the current Lifeguard certification agency utilized Palm Beach County. The ILTP certified coach or adult 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 all 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 and 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.

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 and US Masters competitive program(s) shall not be permitted by the CONTRACTOR, for use to any other organization or group during CONTRACTOR's 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.

The COUNTY will make the pool available for team hosted swim meets up to four (4) times per year.

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 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 programs 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 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 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.

Exhibit A

Approved Monthly Fees for FLA Swim Team at Aqua Crest Pool

Aqua Crest Swim Team (FLA)	
Bronze Group (Red R or Future Stars FS)	\$86.00
Silver Group (White W)	\$96.00
Gold Group (Blue B)	\$107.00
Gold Group (High School Prep HSP) or	\$107.00
Gold Group (High School Prep HSP)	\$87.00
Gold Group (Advances Age Group)	\$123.00
Platinum Group (Senior SR))	\$123.00
National Development NDT	\$148.00
USS Half Month Fee	\$40.00
Masters Swim Team Fee (Full Basic)	\$75.00
Full Premium	\$98.00
Day Breakers (Premium)	\$75.00
Day Breakers (Basic)	\$65.00
Saturday Triple Decker (Only FLAC only)	\$65.00
Special Member Discounts (outlined on attached sheet)	\$20.00
Weekend Warriors (Saturdays only)	\$35.00
Daily Drop In (any work out)	\$10.00
Saturday Triple Decker Drop In	\$20.00
Masters half month fee	\$20.00
1:1 Clinic	\$30.00

Exhibit "B"

(Not Applicable)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2011

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).

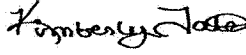
PRODUCER Risk Management Services, Inc. P.O. BOX 32712 Phoenix AZ 85064-2712	CONTACT NAME: PHONE (A/C, No, Ext): (602) 840-3234 FAX (A/C, No): (602) 274-9138 E-MAIL ADDRESS: info@theriskpeople.com	
	INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED Team Elite Athletic Management, Inc dba FLA Swim School (US Swim School Association) 501 Seabreeze Blvd Ft. Lauderdale FL 33316	INSURER A: Aspen Specialty Insurance Co. 10717	
	INSURER B: Nationwide Life Insurance Co. 66869	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 9910 **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	Y	Y	CRA5D9U11 N	5/15/2011	5/15/2012	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"/> Participants 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 \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						ABUSE/MOLESTATIONS \$ 250,000
A	AUTOMOBILE LIABILITY	Y	Y	CRA5D9U11 N	5/15/2011	5/15/2012	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"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	AD&D	N	N	0013634-25	5/15/2011	5/15/2012	Maximum Limit: \$ 5,000
	XS Medical/Dental						Maximum Limit: \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Verification of General Liability coverage for Swimming Lessons. Excess Medical/Dental coverage provided for the Insured's Participants only. 30 day cancellation per policy provisions.
 The Certificate Holder is included as Additional Insured on the General Liability, but only as respects to the Named Insured's operations.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Parks and Recreation Department 2700 Sixth Ave. South Lake Worth FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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TEAME-1

OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/11

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 SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS, FL 32716 Sihle Insurance Group	407-869-0962	CONTACT NAME:	
	407-774-0936	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zenith Insurance Company	
INSURED Team Elite Athletic Management International, Inc. dba FLA Swim School, Duffy Dillon as Qualifier 501 Seabreeze Blvd. Fort Lauderdale, FL 33316	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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z066567708	10/30/11	10/30/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER PALMP&R Palm Beach County Board of County Commissioners c/o Parks Recreation Dept/Aquatics Div 2700 6th Ave South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ken Silie</i>
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FRI TURN IN

RECREATION SERVICES DIVISION						PALM01681115252G
ACCOUNT: 0001-580-5252-3422	VENDOR CODE: PALM0168		CONTRACT			KPO 580110711-108
MC:	PS: D	FSS: V	CC: A	CA: 09	DD: JFC	

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

This Agreement is made as of the 01 day of Nov, 2011, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Junior Volleyball League 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 November 1, 2011 and will meet thereafter with the termination date of this agreement being December 15, 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): \$60.00 per participant. 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 One thousand one hundred and fifty-two Dollars (\$1,152.00). 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 \$32.00/official/game or _____ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Volleyball Official
 - b. Name of class or activity: Junior Volleyball League
 - c. Day(s)/Date(s) Scheduled: Tuesdays and Wednesdays, November 1 – December 14, 2011
 - d. Time Scheduled: 6:00 – 9:00pm
 - e. Location: West Boynton Park and Recreation Center
 - f. A minimum of 80 and a maximum of 120 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
10/19/11 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 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 5 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:

Garrett Pearson PH: 561-355-1125

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 Recreation Services, 2700 6th Avenue South, Lake Worth, FL 33461, Attention: Jennifer Cirillo, Director of Recreation Services.

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 Form, 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 Recreation Services 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: Palm Beach County Officials Assoc.
CONTRACTOR'S Address: 1910 Fishers Pt. GREENACRES, FL 33413
CONTRACTOR'S Phone No. 561-684-2010

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.
22. **Office of the Inspector General:** Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **Nondiscrimination:** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

INTENTIONALLY LEFT BLANK

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

NANCY BEALE
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

[Signature]
SIGNATURE

Garrett Pearson
NAME (TYPE OR PRINT)

Revision Date: 12/10

PALM BEACH COUNTY

Jennifer Cicillo
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Russ Black - President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
COUNTY ATTORNEY

SCOPE OF SERVICE

Russ Black Palm Beach County Officials Association

Mr. Black/PBCOA will be providing services as a volleyball official for the West Boynton Recreation Center Junior Volleyball League.

Officials will be using rules governed by the Florida High School Athletic Association and all supplemental rules related to the West Boynton Junior Volleyball League.

Games will be played on Tuesdays and Wednesdays from November 1, 2011 through December 14, 2011. Game times will range from 6:00 – 9:00pm. A fee for services provided will be \$32.00 per official per game.

Exhibit "B"

(Not Applicable)

AXIS 8000(08/10)	CERTIFICATE OF INSURANCE	10/04/2011
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		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.
INSURED National Association of Sports Officials (NASO) 2017 Lathrop Avenue Racine, WI 53405		
PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PLACE GREENACRES, FL 33413		INSURERS AFFORDING COVERAGE INS. A: AXIS Insurance Company INS. B: INS. C:
		CERT NUMBER: 1000990576

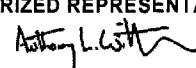
COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL04100090-11	09/30/2011 12:01 a.m.	09/30/2012 12:01 a.m.	General Aggregate - Per Association	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	Excluded
A	XS	AXXS03100311-11	09/30/2011 12:01 a.m.	09/30/2012 12:01 a.m.	Each Occurrence	2,000,000
					General Aggregate	2,000,000

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

- Other Named Insured (cont'd): Coverage shall include board of directors, officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage. Independent officials' agencies that are NASO-member local associations, but only while acting in their capacity as such.
- Other Named Insured: Those NASO-member associations that have paid the appropriate premium and have been endorsed to the policy, including all California Basketball Officials Association (CBOA) member local officials association, but only while acting in their capacity as a NASO-member local association including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge and skills.
- The certificateholder shall be an additional insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 - Additional Insured - Designated Person or Organization, effective September 30, 2011.

<p>CERTIFICATE HOLDER</p> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 6TH AVENUE SOUTH LAKE WORTH, FL	<p>CANCELLATION</p> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<p>AUTHORIZED REPRESENTATIVE</p> 

**PALM BEACH COUNTY OFFICIALS ASSOCIATION
1320 FISHERS PLACE
GREENACRES, FLORIDA 33413**

7/6/2011

To Whom It May Concern,

Workman's Compensation:

Palm Beach County Officials Association DOES NOT employ any official. All officials working for the Association (PBCOA) are subcontractors of the Association (PBCOA). Therefore, there is no requirement for the Association (PBCOA) to carry Workman's Compensation Liability Insurance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arnie Schwartz".

**Arnie Schwartz
Treasurer**

Donald Campbell

*Waiver of Auto Liability
Per Post Mgt.*

From: Scott Marting
Sent: Tuesday, July 12, 2011 7:49 AM
To: Donald Campbell
Subject: RE: Auto Liability

Categories: Contractual Info

Agreed.

Thank you,

Scott Marting, CSP
Insurance and Claims Manager
100 Australian Avenue, Suite 200
West Palm Beach, FL 33406
Office: 561-233-5432
Fax: 561-233-5420
smarting@pbcgov.org

From: Donald Campbell
Sent: Monday, July 11, 2011 10:34 AM
To: Scott Marting
Cc: Carrie-Ann Kopelakis K.; Kathy Bolander
Subject: Auto Liability

Hi Scott,
The following programs/contractors, do not transfer program participants to and from the program site. Therefore, there is no requirement for any of the below contractors to carry Auto Liability. We respectfully ask that Auto Liability be waived.

- **Palm Beach County Officials Association**
- **JKF Goju Kai, Florida, Inc. (Karate Class)**

Please advise.

Donald