

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 10, 2013

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: the following original executed Independent Contractor Agreements and First Amendment to Independent Contractor Agreements:

- A) Palm Beach County Officials Association, Inc., Basketball Official; West Boynton Recreation Center, for the period April 27, 2013, through June 9, 2013;
- B) 3D Diving, Inc., Competitive Springboard Diving Team Coach; North County Aquatic Complex, for the period October 1, 2012, through September 30, 2013;
- C) Cullett CMAA, Inc., Karate Instructor; Westgate Park & Recreation Center, for the period August 20, 2013, through September 26, 2013; and
- D) Cullett CMAA, Inc., Karate Instructor; Westgate Park & Recreation Center, for the period October 8, 2013, through November 21, 2013.

**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. These 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 2002-2103, 2007-0409, and 2012-0168, and are now being submitted to the Board to receive and file. Districts 1, 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 2002-2103, 2007-0409 and 2012-0168) 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 and Amendments 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:**

- 1. Independent Contractor Agreements (2)
- 2. First Amendment to Independent Contractor Agreements (2)

Recommended by:

*Jennifer E. Ciullo*  
for Department Director

8/12/2013  
Date

Approved by:

*[Signature]*  
Assistant County Administrator

8/20/13  
Date



**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 07/12/2013, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY" and Palm Beach County Officials Association, Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, on February 13, 2013, COUNTY and CONTRACTOR entered into an Agreement (R2013-0389) for the provision of providing basketball officials for the spring youth basketball program at West Boynton Recreation Center; and

**WHEREAS**, the spring youth basketball program was scheduled to begin on April 27, 2013, and end on June 1, 2013; and

**WHEREAS**, the originally scheduled games to be played on May 25, 2013 and June 1, 2013 were postponed one week respectively; and

**WHEREAS**, the spring youth basketball program at West Boynton Recreation Center extended beyond the original program end date of June 1, 2013; and

**WHEREAS**, basketball officials are necessary to officiate all basketball games played during the spring youth basketball program; and

**WHEREAS**, both parties desire to amend the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following: "This Agreement is effective April 27, 2013 and will terminate June 9, 2013, and is not subject to extension or renewal."
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

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

**WITNESS**

Jim Henneman  
Signature  
JIM HENNETAN  
Name (Please Type or Print)

**CONTRACTOR - PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.**  
Russell L. Black  
Contractor Signature  
RUSSELL L. BLACK  
Name (Please Type or Print)  
PRESIDENT  
Title (Please Type or Print)

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

James E. Cuillo  
Director/Assistant Director  
Palm Beach County Parks and Recreation Department

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

Anne Delgent  
County Attorney

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
3D DIVING, INC.**

**THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** is made and entered into on July 24, 2013, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY" and 3D Diving, Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, on August 10, 2012, COUNTY and CONTRACTOR entered into an Agreement (R2012-1562) for the provision of a competitive springboard diving program at North County Aquatic Complex, hereinafter referred to as the "Agreement"; and

**WHEREAS**, under the Agreement the COUNTY is to provide funding in an amount not to exceed Sixty Thousand Dollars (\$60,000) for all services and materials for the USA competitive diving coach's services, hereinafter referred to as the "Program"; and

**WHEREAS**, CONTRACTOR's fee is the sum of 80% of the paid enrollment fees for the Program; and

**WHEREAS**, paid enrollment fees are projected to exceeded Seventy-Five Thousand dollars (\$75,000) for the Agreement period; and

**WHEREAS**, the total Agreement amount required to be paid to CONTRACTOR needs to be increased by Thirteen Thousand Five Hundred dollars (\$13,500); and

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

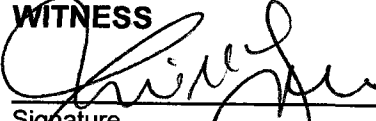
**WHEREAS**, both parties desire to amend the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

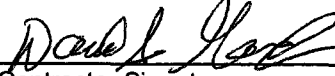
1. Section 3.a. of the Agreement is hereby deleted in its entirety and replaced with the following: "The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Seventy Three Thousand Five Hundred dollars (\$73,500)."
2. Insert Section 25. No Third Party Beneficiaries: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
3. 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.

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


**WITNESS**

  
\_\_\_\_\_  
Signature  
Philip Battano  
\_\_\_\_\_  
Name (Please Type or Print)

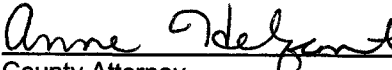
**CONTRACTOR – 3D DIVING, INC.**

  
\_\_\_\_\_  
Contractor Signature  
David A. Goodwin  
\_\_\_\_\_  
Name (Please Type or Print)  
President  
\_\_\_\_\_  
Title (Please Type or Print)


**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
County Administrator

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

  
\_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

  
\_\_\_\_\_  
Director/Assistant Director  
Palm Beach County Parks and Recreation Department

DIVISION: RECREATION SERVICES		VENDOR CODE:	CONTRACT NUMBER:
REVENUE ACCOUNT: 0001-580- 5232 -472109		VC0000138758	KPO 580-072913*527
EXPENSE ACCOUNT: 0001-580- 5232 -3422			
MC:	PS: <u>D</u>	FSS: <u>MMU</u>	CC: DD:

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

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 07/26/13, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Caullett CMAA, INC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

**WHEREAS**, it is the intent of the Department to organize and make available a certain program / class / lesson referred to as Karate Instructor, hereinafter referred to as "activity"; and

**WHEREAS**, said activity will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

- Term:** This Agreement is effective August 20, 2013, and will terminate September 26, 2013, and is not subject to extension or renewal.
- Fees and Charges:** The fee charged to participate in this activity is \$ 70.00 per Participants. The collection of such fees is the responsibility of the Department.

Additional charges, if any, assessed to the participants of the activity are limited to: \_\_\_\_\_

**3. Payments To Contractor:**

- The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Seven Hundred Thirty Five dollars (\$ 735.00).
- Payments to CONTRACTOR will be \$ \_\_\_\_\_ per \_\_\_\_\_  
(paid participant / class / lesson)

OR

70 % of the total participation fees paid.

The total participation fees paid expressly exclude any other fees and charges as may be assessed and collected including but not limited to charges for materials or late registration fees.

- c. The COUNTY, through the Department, will process payment to CONTRACTOR on a bi-weekly basis following receipt of CONTRACTOR's invoice.

Though CONTRACTOR's invoice will be considered the basis for payment, the actual amount paid will be determined by the COUNTY. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

4. **Specific Details:**

- a. Instructor: Caullett CMAA, INC
- b. Type of service / Name of activity: Karate Class
- c. Day(s)/Date(s) Scheduled: Tuesday, August 20, 2013 - Thursday, September 26, 2013 - Tuesday and Thursday Nights
- d. Time Scheduled: 5:30pm - 6:30pm
- e. Activity area / Location: Westgate Park and Recreation Center- Community Center Building
- f. A minimum of 8 and a maximum of 15 paid participants must be received by the Department prior to commencement of the activity. The Department reserves the right to cancel the activity in the event that the specified minimum number of participants have not registered and paid.

5. **Independent Contractor Relationship:** The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

6. **Taxes:** It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative.



8. **Subcontracting:** CONTRACTOR may not, without the advance written consent of the Department, 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 and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
4. inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the activity area following each activity to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and COUNTY Ordinances, including, but not limited to, Ordinance No. 2004-022, as amended by Ordinance No. 2011-003, pertaining to Parks and Recreation.

b. COUNTY agrees to:

1. maintain the activity area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds;
3. provide activity rosters to the CONTRACTOR; and
4. publicize, promote, and advertise the activity when feasible.

10. **Exhibits:** CONTRACTOR's Scope of Service is included as Exhibit "A" to this Agreement. Any and all other applicable Exhibits hereto are attached and incorporated herein.

If additional provisions or requirements such as specialty certifications, licenses and/or memberships are applicable to the activity provided for herein, such provisions and/or requirements may be attached hereto as an Exhibit.

11. **Department Representative:** The Department's authorized representative for this Agreement is:

Name: Lee Powell Phone Number: (561) 694-5455

12. **Insurance Requirements:** It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

13. **Indemnification:** CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR.

14. **Notices:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department  
Attn: RECREATION SERVICES DIRECTOR  
2700 6th Avenue South  
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Caullett CMAA, INC  
Robert Caullett  
5929 Elmhurst Road  
West Palm Beach, Fl 33417

15. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

16. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

17. **Availability of Funds:** 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.

18. **Arrears:** 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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
19. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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).
20. **Criminal History Records Check:** 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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
21. **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.
22. **Access and Audits:** If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to 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 requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **Entirety of Contractual Agreement:** COUNTY and 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.
24. **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.
25. **Regulation; Licensing Requirements:** CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

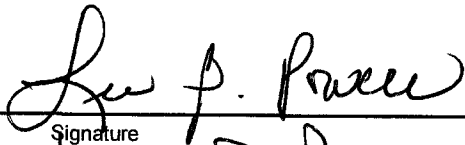
By:   
Director / Assistant Director  
Palm Beach County Parks and Recreation Department

**In The Event Contract Amount  
Is Equal To Or Exceeds \$10,000.00:**

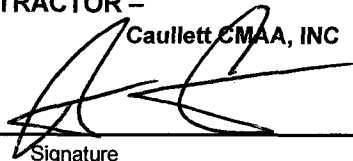
**County Administrator –**

\_\_\_\_\_

**WITNESS –**

  
Signature  
Lee B. Power  
Print

**CONTRACTOR –**

  
Signature  
Caullett CMAA, INC  
ROBERT CAULLETT  
Print  
OWNER / KARATE INSTRUCTOR  
Title

**APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

**County Attorney –**



<b>CONTRACTOR NAME:</b> Caullett CMAA, INC	<b>VENDOR CODE:</b> VC0000138758	<b>CONTRACT NUMBER:</b> KPO-580072913X527
---	-------------------------------------	--

## EXHIBIT "A" Scope of Service

### SCOPE OF SERVICE

This memo is being sent to provide a description of services rendered for the Westgate Park and Recreation Center Youth Karate Class.

Robert Caullett will be teaching Karate at Westgate Park and Recreation Center for ages 6-11 years old. Classes will be offered on Tuesday and Thursday nights. Program will start of Tuesday, August 20, 2013 through Thursday, September 26, 2013, from 5:30pm - 6:30pm. Robert is certified in Tae Kwon Do and has taught at various location in Palm Beach County.

### MATERIALS USED

Pads and Kicking Targets.

Are participants being transported as part of the Scope of Service?  Yes  No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage?  Yes  No

CONTRACTOR: Caullett CMAA, INC

SIGNATURE

ROBERT CAULLETT

NAME (TYPE OR PRINT)

KARATE INSTRUCTOR

TITLE (TYPE OR PRINT)

<b>CONTRACTOR NAME:</b> Caullett CMAA, INC	<b>VENDOR CODE:</b> VC0000138758	<b>CONTRACT NUMBER:</b> KPO580072913X527
---	-------------------------------------	---

## EXHIBIT "B"

### Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. 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 Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

**Palm Beach County Parks & Recreation Department Representative to Initial as applicable:**

- No Insurance Required:** Based on scope of services, CONTRACTOR shall not be required to provide insurance.
- Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- 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.
- Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- 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 Agreement. 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, not 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 Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

CONTRACTOR NAME: Caullett CMAA, INC	VENDOR CODE: VC0000138758	CONTRACT NUMBER: KPO-580072913X527
--	------------------------------	---------------------------------------

## EXHIBIT "B" Insurance Requirements



**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 this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."



**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.



**Certificates of Insurance:** Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners  
C/O Parks and Recreation Department  
Attn: FINANCIAL & SUPPORT SERVICES DIVISION  
2700 Sixth Avenue South  
Lake Worth, Florida 33461



**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 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.



**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 Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.



**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE  
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of Commissioners, Political Officers, Employees, Agents and Volunteers 2700 6th Ave South LAKE WORTH, FL 33460	<b>COVERAGE DATES:</b> 10/05/2012 - 08/31/2013
--	---

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.

<b>PRODUCER</b> Special Markets Insurance Consultants Inc 2615 Post Road Stevens Point, Wisconsin 54481	<b>INSURED</b> Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 10000 Lake Buena Vista, FL 32830-1000 (407) 934-7200	<b>MEMBER CLUB INSURED</b> <b>CERTIFICATE ID: 13FGTWT879</b> <b>CLUB CODE: XNTRF4</b> Caultlet CMAA Inc. 3929 Elmhurst Rd West Palm Beach, FL 33417
---	---	---

<b>INSURER(S) AFFORDING COVERAGE</b>	
Company A Geber Life Insurance Company - NAIC #70939 Company B Philadelphia Insurance Company - NAIC #18058	*For box below, INSR LTR refers to Company A or B.

COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies). Limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	09-071462-12	9/01/2012 12:01 AM	9/01/2013 12:01 AM	Accident Medical Accidental Death and Dismemberment	50,000 10,000
B	Excess Liability	PHUB39342	9/01/2012 12:01 AM	9/01/2013 12:01 AM	Each Occurrence Per Club Policy Aggregate Per Club	9,000,000 9,000,000
B	General Liability	PFPK906531	9/01/2012 12:01 AM	9/01/2013 12:01 AM	Each Occurrence Limit General Aggregate Limit Per Club Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Fire Damage to premises Rented to You (Any One Premises) Medical Expenses Limit (Any One Person)	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 5,000

**ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS**

Coverage applies to Caultlet CMAA Inc, Sanction # 13FGTWT879 Practice, Caultlet CMAA Inc from 10/05/2012 through 08/31/2013, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met.

The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CO 20 20 11 85 applies.

**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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.  
**REVOCAION OF MEMBERSHIP** - will result in cancellation of coverage.

**FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.**  
 Go to [www.nausports.org](http://www.nausports.org), Insurance Overview, and choose 'Print/View' > Certificates

*Tina K. Grunsky*  
 \_\_\_\_\_  
 Authorized Representative

Certificate No. 20130548

**3**

inscertfacility.rpt

POLICY NUMBER: PHPK906531

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Palm Beach County Board of Commissioners, Officers,  
Employees, Agents and Volunteers  
2600 6th Ave. South  
LAKE WORTH, FL 33460

Event: Practice, Cattel CMAA Inc

Date: 10/05/2012 through 08/31/2013

THE ABOVE PERSON OR ORGANIZATION IS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

endorsement # 20130548

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

DIVISION: RECREATION SERVICES		VENDOR CODE:	CONTRACT NUMBER:	
REVENUE ACCOUNT: 0001-580- 5232 -472109		VC0000138758	KPO-580- <del>072913</del> 52812014	
EXPENSE ACCOUNT: 0001-580- 5232 -3422				
MC:	PS: <u>D</u>	FSS: <u>MD</u>	CC:	DD:

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

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 07/26/13, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Caullett CMAA, INC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, it is the intent of the Department to organize and make available a certain program / class / lesson referred to as Karate Instructor, hereinafter referred to as "activity"; and

WHEREAS, said activity will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

- Term:** This Agreement is effective October 8, 2013, and will terminate November 21, 2013, and is not subject to extension or renewal.
- Fees and Charges:** The fee charged to participate in this activity is \$ 70.00 per Participants. The collection of such fees is the responsibility of the Department.

Additional charges, if any, assessed to the participants of the activity are limited to: \_\_\_\_\_

- Payments To Contractor:**
  - The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Seven Hundred Thirty Five dollars (\$ 735.00).
  - Payments to CONTRACTOR will be \$ \_\_\_\_\_ per \_\_\_\_\_ (paid participant / class / lesson)  
OR  
70 % of the total participation fees paid.

The total participation fees paid expressly exclude any other fees and charges as may be assessed and collected including but not limited to charges for materials or late registration fees.

- c. The COUNTY, through the Department, will process payment to CONTRACTOR on a bi-weekly basis following receipt of CONTRACTOR's invoice.

Though CONTRACTOR's invoice will be considered the basis for payment, the actual amount paid will be determined by the COUNTY. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

4. **Specific Details:**

- a. Instructor: Caullett CMAA, INC
- b. Type of service / Name of activity: Karate Class
- c. Day(s)/Date(s) Scheduled: Tuesday, October 8, 2013 - Thursday, November 21, 2013 (Tuesday and Thursday Nights)
- d. Time Scheduled: 5:30pm - 6:30pm ( No Classes on Thursday, October 31, 2013 and Tuesday, November 5, 2013.
- e. Activity area / Location: Westgate Park and Recreation Center- Community Center Building
- f. A minimum of 8 and a maximum of 15 paid participants must be received by the Department prior to commencement of the activity. The Department reserves the right to cancel the activity in the event that the specified minimum number of participants have not registered and paid.

5. **Independent Contractor Relationship:** The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

6. **Taxes:** It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative.

8. **Subcontracting:** CONTRACTOR may not, without the advance written consent of the Department, 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 and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
4. inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the activity area following each activity to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and COUNTY Ordinances, including, but not limited to, Ordinance No. 2004-022, as amended by Ordinance No. 2011-003, pertaining to Parks and Recreation.

b. COUNTY agrees to:

1. maintain the activity area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds;
3. provide activity rosters to the CONTRACTOR; and
4. publicize, promote, and advertise the activity when feasible.

10. **Exhibits:** CONTRACTOR's Scope of Service is included as Exhibit "A" to this Agreement. Any and all other applicable Exhibits hereto are attached and incorporated herein.

If additional provisions or requirements such as specialty certifications, licenses and/or memberships are applicable to the activity provided for herein, such provisions and/or requirements may be attached hereto as an Exhibit.

11. **Department Representative:** The Department's authorized representative for this Agreement is:

Name: Lee Powell Phone Number: (561) 694-5455

12. **Insurance Requirements:** It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

13. **Indemnification:** CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR.

14. **Notices:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department  
Attn: RECREATION SERVICES DIRECTOR  
2700 6th Avenue South  
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Caullett CMAA, INC  
Robert Caullett  
5929 Elmhurst Road  
West Palm Beach, FL 33417

15. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

16. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

17. **Availability of Funds:** 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.

18. **Arrears:** 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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
19. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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).
20. **Criminal History Records Check:** 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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
21. **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.
22. **Access and Audits:** If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to 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 requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **Entirety of Contractual Agreement:** COUNTY and 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.
24. **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.
25. **Regulation; Licensing Requirements:** CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.


**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By:   
Director / Assistant Director  
Palm Beach County Parks and Recreation Department

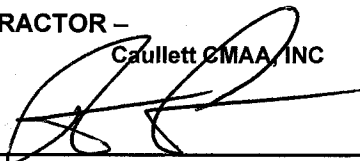
**In The Event Contract Amount  
Is Equal To Or Exceeds \$10,000.00:**

**County Administrator –**  
  
\_\_\_\_\_

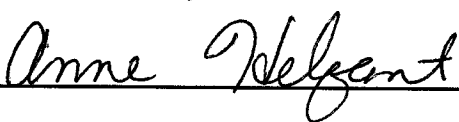
**WITNESS –**

  
Signature  
Lee B. Powell  
Print

**CONTRACTOR –**

  
Signature  
Cullett CMAA, INC  
ROBERT CULLETT  
Print  
OWNER / KARATE INSTRUCTOR  
Title

**APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

**County Attorney –**  


<b>CONTRACTOR NAME:</b> Caullett CMAA, INC	<b>VENDOR CODE:</b> VC0000138758	<b>CONTRACT NUMBER:</b> KPO-580-072913*528
---	-------------------------------------	---

## EXHIBIT "A" Scope of Service

### SCOPE OF SERVICE

This memo is being sent to provide a description of services rendered for the Westgate Park and Recreation Center Youth Karate Class.

Robert Caullett will be teaching Karate at Westgate Park and Recreation Center for ages 6-11 years old. Classes will be offered on Tuesday and Thursday nights. Program will start of Tuesday, October 8, 2013 through Thursday, November 21, 2013, from 5:30pm - 6:30pm. Robert is certified in Tae Kwon Do and has taught at various location in Palm Beach County.

### MATERIALS USED

Pads and Kicking Targets.

Are participants being transported as part of the Scope of Service?

Yes  No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage?

Yes  No

CONTRACTOR:  Caullett CMAA, INC

SIGNATURE

ROBERT CAULLETT  
NAME (TYPE OR PRINT)

KARATE INSTRUCTOR  
TITLE (TYPE OR PRINT)

<b>CONTRACTOR NAME:</b> Caullett CMAA, INC	<b>VENDOR CODE:</b> VC0000138758	<b>CONTRACT NUMBER:</b> KPO-580-072913X528
---	-------------------------------------	---

## EXHIBIT "B"

### Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. 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 Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

**Palm Beach County Parks & Recreation Department Representative to Initial as applicable:**

- No Insurance Required:** Based on scope of services, CONTRACTOR shall not be required to provide insurance.
- Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- 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.
- Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- 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 Agreement. 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, not 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 Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

CONTRACTOR NAME: Caullett CMAA, INC	VENDOR CODE: VC0000138758	CONTRACT NUMBER: KRO-580.072913X528
--	------------------------------	--

## EXHIBIT "B" Insurance Requirements



**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 this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."



**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.



**Certificates of Insurance:** Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners  
C/O Parks and Recreation Department  
Attn: FINANCIAL & SUPPORT SERVICES DIVISION  
2700 Sixth Avenue South  
Lake Worth, Florida 33461



**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 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.



**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 Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE  
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

<b>CERTIFICATE HOLDER:</b> Palm Beach County Board of Commissioners, Political Officers, Employees, Agents and Volunteers 2700 6th Ave South LAKE WORTH, FL. 33460		<b>COVERAGE DATES:</b> 10/05/2012 - 8/31/2013				
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.						
<b>PRODUCER</b> Special Markets Insurance Consultants Inc 2615 Post Road Sewells Point, Wisconsin 54481	<b>INSURED</b> Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 10000 Lake Buena Vista, FL. 32830-1000 (407) 934-7200	<b>MEMBER CLUB INSURED</b> Caitlet CMAA Inc 5929 Elmhurst Rd West Palm Beach, FL 33417	<b>CERTIFICATE ID:</b> 13FGTWT879 <b>CLUB CODE:</b> XXTXK4			
<b>INSURER(S) AFFORDING COVERAGE</b>						
Company A Orbis Life Insurance Company - NAIC #70939		Company B Philadelphia Insurance Company - NAIC #18058				
*For box below, INSR LTR refers to Company A or B.						
<b>COVERAGES</b> - This is to verify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXT. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	09-071462-12	9/01/2012 12:01 AM.	9/01/2013 12:01 AM.	Accident Medical Accidental Death and Dismemberment	50,000 10,000
B	Excess Liability	PHUB39342	9/01/2012 12:01 AM.	9/01/2013 12:01 AM.	Each Occurrence Per Club Policy Aggregate Per Club	9,000,000 9,000,000
B	General Liability	PHPK906531	9/01/2012 12:01 AM.	9/01/2013 12:01 AM.	Each Occurrence Limit General Aggregate Limit Per Club Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Fire Damage to premises Rented to You (Any One Premises) Medical Expenses Limit (Any One Person)	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 5,000
<b>ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS</b>						
Coverage applies to Caitlet CMAA Inc, Sanction # 13FGTWT879 Practice, Caitlet CMAA Inc from 10/05/2012 through 08/31/2013, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met.						
The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CO 20 20 11 85 applies.						
<b>CANCELLATION</b> - Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. <b>REVOCAION OF MEMBERSHIP</b> - will result in cancellation of coverage.						
<b>FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.</b> Go to <a href="http://www.nasports.org">www.nasports.org</a> , Insurance Overview, and choose 'Print/View' - Certificates						

*Nora K. Gansky*  
\_\_\_\_\_  
Authorized Representative

Certificate No. 20130548

**3**

In certificate.pdf

POLICY NUMBER: PHPK906531

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Palm Beach County Board of Commissioners, Officers,  
Employees, Agents and Volunteers,  
2600 6th Ave South  
LAKE WORTH, FL 33460

Event: Practice, Caullett CMAA Inc

Date: 10/05/2012 through 08/31/2013

THE ABOVE PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

endorsement # 20130548

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.