Agenda Item #3.M.2.

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date: November 5, 2013

[X] Consent [ [] Ordinance [

[] Regular [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Independent Contractor Agreements received during the month of September:

- A) Anastasia Scruggs, Hip Hop Dance Instructor, Therapeutic Recreation Complex, for the period October 1, 2013, through September 30, 2014;
- B) Annabeth Karson, Yoga Instructor, Therapeutic Recreation Complex, for the period October 1, 2013, through September 30, 2014;
- C) Gold Coast Gymnastics, Inc., Tiny Tot Tumbling Instructor, West Boynton Recreation Center, for the period October 3, 2013, through September 26, 2014;
- D) Modern Bujutsu Karate Florida, Inc., Martial Arts Instructor, West Boynton Recreation Center, for the period October 2, 2013, through September 27, 2014;
- E) Modern Bujutsu Karate Florida, Inc., Martial Arts Instructor, Therapeutic Recreation Complex, for the period October 1, 2013, through September 30, 2014;
- F) Palm Beach County Officials Association, Inc., Youth Basketball Official, West Boynton Recreation Center, for the period October 5, 2013, through October 27, 2013; and
- G) Shelly Janssen, Youth Dance Instructor, West Boynton Recreation Center, for the period October 1, 2013, through September 30, 2014.

**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. District 3 (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: Independent Contractor Agreements (7)

Recommended by: **Department Director** 10-23-13 Approved by: Assistant County Administrator

### **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 60,478 (79,760) -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	<u>*(19,282)</u>		0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes \_ Х No Fund 0001 Department 580 Unit 5204/5252 Budget Account No.: Object <u>3422/Revenue Source 4721</u> Program N/A

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

	Contractor	Revenue	Expense
Α	Anastasia Scruggs	\$800	\$810
В	Annabeth Karson	\$1,720	\$5,200
С	Gold Coast Gymnastics, Inc.	\$3,840	\$2,688
D	Modern Bujutsu Karate Florida, Inc.	\$28,143	\$19,700
Ε	Modern Bujutsu Karate Florida, Inc.	\$2,400	\$1,680
F	Palm Beach County Officials Association, Inc.	**	\$400
G	Shelly Janssen	\$42,857	\$30,000
	Totals	\$79,760	\$60,478

- Estimated net revenue for these agreements is \$19,282. Actual revenue and operating \* costs will be determined at the termination of the agreements.
- Estimated program revenue reported on October 22, 2013 agenda item 3.M.5.

# C. Departmental Fiscal Review:

### **III. REVIEW COMMENTS**

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

10/15/13 OFMB

7/3 htract Dey

**B. Legal Sufficiency:** 

10-21-13 Assistant County Attorney

C. Other Department Review:

**Department Director** 

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

G:\Financial and Support Division\AGENDA ITEMS\FY2014\Receive and File\11-05-13 (ICA-D3).doc

DIVISION: RECREATION SERVICES REVENUE ACCOUNT: 0001-580- 5204 -4721 EXPENSE ACCOUNT: 0001-580- 5204 -3422	VENDOR CODE: VS00000785	KP0-580-100	
M/C: 38 PS: 12 - 18		DD:	dec
•			- 10

# 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 \_\_\_\_\_\_09/20/2013\_\_\_\_\_\_, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and \_\_\_\_\_\_\_ Anastasia Scruggs \_\_\_\_\_\_, 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 \_\_\_\_\_\_, 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:

- 1. <u>Term</u>: This Agreement is effective <u>October 1, 2013</u>, and will terminate <u>September 30, 2014</u> and is not subject to extension or renewal.
- Fees and Charges: The fee charged to participate in this activity is \$ 50 per session
   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:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>eight hundred ten</u> dollars (\$ 810.00 ).

OR

\_\_\_\_% 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: Anastasia Scruggs
- b. Type of service / Name of activity: Dance Class
- c. Day(s)/Date(s) Scheduled: Monday's Sunday's
- d. Time Scheduled: 8:00am 11:30pm
- e. Activity area / Location: CMAA Therapeutic Recreation Complex Gymnasium
- f. A minimum of <u>8</u> and a maximum of <u>16</u> 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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;
  - 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 all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, 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. <u>Department Representative</u>: The Department's authorized representative for this Agreement is: Name: <u>Stacy Staebell</u> Phone Number: (561) 966-7021
- 12. <u>Insurance Requirements</u>: 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. <u>Indemnification</u>: 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. <u>Notices</u>: 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: Eric Call, Director 2700 6th Avenue South Lake Worth, Florida 33461

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

Anastasia Scruggs 2229 Ridgewood Circle Royal Palm Beach, FL 33411

- 15. <u>Remedies</u>: 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. <u>No Third Party Beneficiaries</u>: 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. <u>Availability of Funds</u>: 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. <u>Arrears</u>: 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.
- 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. <u>Criminal History Records Check</u>: 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. <u>Severability</u>: 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. <u>Access and Audits</u>: 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. <u>Entirety of Contractual Agreement</u>: 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. <u>Nondiscrimination</u>: 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. <u>Regulation; Licensing Requirements</u>: 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: D Ų  $\mathcal{O}$ 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 -

CONTRACTOR -

7

WITNESS -

Signatur  $\gamma c$ Print

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney -

anne  $\sigma$ find

Anastasia Scruggs By: Anasta Scrug Signature

ADDETCUSIC Print

ance Instructor Title

EXHIBIT "A"						
Scope of Service						
SCOPE OF SERVICE						
A dance class will be conducted by a dance instructor. The instructor will of dancing and help instruct them to create a dance routine with learning t be taught include: how to count each dance step and incorporate the step will perform a dance routine using the steps that were taught in the class.	the counts to the d	onee eleme Obilite Le				
MATERIALS USED						
equipment: CD player and CD with song of routine.						
re participants being transported as part of the Scope of Service?	Yes	✓ No				
ccording to Florida Statute Chapter 440, are you required to maintain Vorkers' Compensation and Employer Liability coverage?	Yes	No				
ONTRACTOR: Anastasia Scruggs						
IGNATURE Scrugg						
Dostasia Scapas Dra	e Ine	tructor				
AME (TYPE OR PRINT)	(PE OR PRINT)					

# 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.



<u>Commercial General Liability</u>: 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.

<u>Auto Liability</u>: 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.

<u>Workers' Compensation Insurance & Employer's Liability</u>: 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.

EXHIBIT "B" Page 1 of 2

# EXHIBIT "B" Insurance Requirements

<u>Additional Insured Clause</u>: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "<u>Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents.</u>"

<u>Waiver of Subrogation</u>: 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.

<u>Certificates of Insurance</u>: 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: <u>stacy Staebell</u> 2700 Sixth Avenue South Lake Worth, Florida 33461

<u>Umbrella or Excess Liability</u>: 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.

<u>**Right to Revise or Reject</u>**: 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.</u>

EXHIBIT "B" Page 2 of 2

DIVISION: RECREATION SERVICES REVENUE ACCOUNT: 0001-580-5204 -4721 EXPENSE ACCOUNT: 0001-580-5204 -3422	VENDOR CODE: VC000138652	KR. ERO LOG	
M/C: Sy PS: SE N		KP0-580-100	

# 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 \_\_\_\_\_\_09/20/2013\_\_\_\_\_, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and \_\_\_\_\_\_ Annabeth Karson \_\_\_\_\_\_, 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 \_\_\_\_\_\_\_, 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:

- 1. <u>Term</u>: This Agreement is effective <u>October 1, 2403</u>, and will terminate <u>September 30, 2014</u> and is not subject to extension or renewal.
- 2. <u>Fees and Charges</u>: The fee charged to participate in this activity is \$ 50 per session or \$8 per class. 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:

a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>five thousand two hundred</u> dollars (\$ 5,200.00 ).

b. Payments to CONTRACTOR will be \$\_50.00 \_\_\_\_\_per\_\_\_\_class

OR

\_\_\_\_% 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: Annabeth Karson
- b. Type of service / Name of activity: <u>Gentle Yoga</u>
- c. Day(s)/Date(s) Scheduled: Monday's Friday's
- d. Time Scheduled: \_\_\_\_\_\_12:00pm 1:30pm
- e. Activity area / Location: CMAA Therapeutic Recreation Complex
- f. A minimum of \_\_\_\_\_4 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. <u>Independent Contractor Relationship</u>: 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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:
  - 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 all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, 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. <u>Exhibits</u>: 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. <u>Department Representative</u>: The Department's authorized representative for this Agreement is: Name: <u>Stacy Staebell</u> Phone Number: (561) 966-7021
- 12. <u>Insurance Requirements</u>: 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. <u>Indemnification</u>: 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. <u>Notices</u>: 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: Eric Call, Director 2700 6th Avenue South Lake Worth, Florida 33461

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

Annabeth Karson 1505 North Palmway Lake Worth, FL 33460

- 15. <u>Remedies</u>: 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. <u>No Third Party Beneficiaries</u>: 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. <u>Availability of Funds</u>: 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. <u>Arrears</u>: 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. <u>Public Entity Crimes</u>: 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. <u>Criminal History Records Check</u>: 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. <u>Severability</u>: 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. <u>Access and Audits</u>: 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. <u>Entirety of Contractual Agreement</u>: 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. <u>Nondiscrimination</u>: 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. <u>Regulation: Licensing Requirements</u>: 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.

7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS: ŀ l 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 aci ebel Rrint

CONTRACTOR -Annabeth Karson By: S Signature son mab 9  $\pi$ Print Oa nstru Fitle

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney -

C

EXHIBIT "A"		0580-100113×11
Scope of Service		
SCOPE OF SERVICE		
exercise program that focuses on low impact/gentle physical fitness for ser elieving joint pain, increasing mobility, and improving balance.	niors and adults.	Exercises assist with
Dga mats, chairs		
e participants being transported as part of the Scope of Service?	Yes	√ No
cording to Florida Statute Chapter 440, are you required to maintain		
orkers' Compensation and Employer Liability coverage?	Yes	✓ No
ONTRACTOR: Annabeth Karson		
GNATURE		
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thnabeth Karson You		nstructor

VENDOR CODE: VC000138652 CONTRACT NUMBER: KPO 580-100113X11

# 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.



<u>Commercial General Liability</u>: 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.

<u>Auto Liability</u>: 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.

<u>Workers' Compensation Insurance & Employer's Liability</u>: 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.

EXHIBIT "B" Page 1 of 2

# EXHIBIT "B" Insurance Requirements

B

<u>Additional Insured Clause</u>: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "<u>Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents</u>."



<u>Waiver of Subrogation</u>: 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.



<u>Certificates of Insurance</u>: 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: <u>stacy Staebell</u> 2700 Sixth Avenue South Lake Worth, Florida 33461

<u>Umbrella or Excess Liability</u>: 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.



<u>**Right to Revise or Reject</u>:** 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.</u>

EXHIBIT "B" Page 2 of 2

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# 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 \_\_\_\_\_\_09/13/2013\_\_\_\_\_\_, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and \_\_\_\_\_\_ Gold Coast Gymnastics, 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 \_\_\_\_\_\_\_, 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:

- 1. <u>Term</u>: This Agreement is effective <u>October 3, 2013</u>, and will terminate <u>September 26, 2014</u> and is not subject to extension or renewal.
- Fees and Charges: The fee charged to participate in this activity is \$ 80.00 per session
   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:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>Two Thousand Six Hundred Eighty Eight</u> dollars (\$2,688.00).
- b. Payments to CONTRACTOR will be \$\_\_\_\_\_per\_\_\_\_\_\_\_

### OR

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\_\_\_\_% 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: Tumbling Instructor
- b. Type of service / Name of activity: \_\_\_\_\_\_ Tiny Tot Tumbling with parent / Tiny Tot without parent
- c. Day(s)/Date(s) Scheduled: Thursdays / October 3, 2013 September 25, 2014
- d. Time Scheduled: \_\_\_\_\_\_ + 10:10am / 10:15 10:55am
- e. Activity area / Location: Gymnasium / West Boynton Recreation Center
- f. A minimum of <u>6</u> and a maximum of <u>12</u> 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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:
  - 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;
  - 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 all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, 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. <u>Exhibits</u>: 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: Ellen Gilmer Phone Number: (561) 355-1125
- 12. <u>Insurance Requirements</u>: 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. <u>Indemnification</u>: 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. <u>Notices</u>: 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: Jim Henneman 2700 6th Avenue South Lake Worth, Florida 33461

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

Gold Coast Gymnastics 1420 Rupp Lane ake Worth, Fl. 38460

- 15. <u>Remedies</u>: 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. <u>No Third Party Beneficiaries</u>: 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. <u>Availability of Funds</u>: 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. <u>Arrears</u>: 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. <u>Public Entity Crimes</u>: 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. <u>Criminal History Records Check</u>: 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. <u>Severability</u>: 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. <u>Access and Audits</u>: 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. <u>Entirety of Contractual Agreement</u>: 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. <u>Nondiscrimination</u>: 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. <u>Regulation: Licensing Requirements</u>: 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.

7

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

By: G

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 -0 Signature Ellen Imer Print

**CONTRACTOR** --Gold Coast Gymnastics, Inc. Mistinic White By: Signature Christine 5 White Print V. Pres. Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney -

CONTRACTOR NAME: Gold Coast Gymnastics, Inc.	VENDOR CODE: GOLD0129	CONTRACT NUMBER:
	GULDU128	KP0.580-10011344

# EXHIBIT "A" Scope of Service

SCOPE	DF SERVICE
Goldcoast Gymnastics will be providing a tumbling progr at 6000 Northtree Blvd. Lake Worth, FL.	ram at West Boynton Park and Recreation Center located
The program will be offered from October 2013 through over/under movements and stretching for ages 18 month student.	September 2014 and will consist jumping, hopping, rolling, hs to 5 years. Parents may or may not participate with the
A fee of \$80.00 is charged for eight classes per session, week sessions per program year.	consisting of one class per week. There are four-eight
MATERI	ALS USED
8 blue folding mats, 2 red folding panel mats, incline stai	rs, 5 section segmented tunnels, large and small d, safety ladder, balance beams, mini-trampoline, boards,
Are participants being transported as part of the Scope of	of Service? Yes 🗸 No
According to Florida Statute Chapter 440, are you requir Workers' Compensation and Employer Liability coverage	red to maintain e? ✓ No
CONTRACTOR: Gold Coast Gymnastics, Inc. <u>Musture</u> SUBNATURE	_
Christinic S. Wh. ti	V. Pres
NAME (TYPE OR PRINT)	TITLE (TYPE OR PRINT)
	BIT "A" ∋ 1 of 1

CONTRACTOR NAME:		
CONTRACTOR NAME:	VENDOR CODE:	CONTRACT NUMBER:
Gold Coast Gymnastics, Inc.		KP0-580-100113-84

# 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.

# Paim Beach County Parks & Recreation Department Representative to Initial as applicable:



<u>No Insurance Required</u>: Based on scope of services, CONTRACTOR shall not be required to provide insurance.



<u>Commercial General Liability</u>: 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.

<u>Auto Liability</u>: 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.

EXHIBIT "B" Page 1 of 2

# 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 <u>shall clearly confirm</u> that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "<u>Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents</u>."



<u>Walver of Subrogation</u>: 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.



<u>Certificates of Insurance</u>: 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: <u>Jim Hennemen</u> 2700 Sixth Avenue South

Lake Worth, Florida 33461



<u>Umbrella or Excess Liability</u>: 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.



<u>Right to Revise or Reject</u>: 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.

EXHIBIT "B" Page 2 of 2

		CEI	RTI	FICATE OF	LIABILITY	INSURA	ICE		E (MM/DD/YYY
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PR	ODUCER				CONTACT NAME:				<u> </u>
	Summit America Insurance Ser	vicee			PHONE	(913) 327-0200	FAX	(012)	327-0201
	7400 College Blvd., Suite 100	vices,	L.U.		(A/C, No. Ext): E-MAIL ADDRESS:	(0.0) 021 0200	(A/C, No):	(913)	527-0201
	Overland Park, KS 66210				PRODUCER	······································			
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ins	URED				INSURER A:		Insurance Company	•	NAIC #
	Gold Coast Gymnastics Inc. 1420 Rupp Lane				INSURER B:				20101
	Lake Worth, FL 33460				INSURER C:			<del></del>	
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UREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas. © 1988-2009 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

# 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 \_\_\_\_\_\_O9/27/2013\_\_\_\_\_\_, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and \_\_\_\_\_\_Modern Bujutsu Karate Florida, 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 \_\_\_\_\_\_\_, 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:

- 1. <u>Term</u>: This Agreement is effective <u>October 2, 2013</u>, and will terminate <u>September 27, 2014</u> and is not subject to extension or renewal.
- 2. <u>Fees and Charges</u>: The fee charged to participate in this activity is \$ <u>75.00 / \$70.00</u> per \_\_\_\_\_ class 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:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>Nineteen Thousand Seven Hundred</u> dollars (\$ 19,700.00 ).
- b. Payments to CONTRACTOR will be \$\_\_\_\_\_per\_\_\_\_\_\_per\_\_\_\_\_\_\_

OR

\_\_\_\_% 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: Martial arts instructor
- b. Type of service / Name of activity: Instruction / martial arts
- c. Day(s)/Date(s) Scheduled: Wednesday and Friday / October 2, 2013 September 26, 2014
- d. Time Scheduled: <u>6:00 9:00pm</u>
- e. Activity area / Location: Rooms A & B, Gymnasium / West Boynton Recreation Center
- f. A minimum of <u>5</u> and a maximum of <u>75</u> 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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:
  - 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 all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, 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. <u>Department Representative</u>: The Department's authorized representative for this Agreement is: Name: <u>Jim Henneman / Cameron Morris</u> Phone Number: <u>(561)</u> 355-1125
- 12. <u>Insurance Requirements</u>: 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. <u>Indemnification</u>: 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. <u>Notices</u>: 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: Jim Henneman 2700 6th Avenue South Lake Worth. Florida 33461

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

51 Northunbarland Cin 1119400 F1 23414

- 15. <u>Remedies</u>: 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. <u>No Third Party Beneficiaries</u>: 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. <u>Availability of Funds</u>: 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. <u>Arrears</u>: 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. <u>Public Entity Crimes</u>: 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. <u>Criminal History Records Check</u>: 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. <u>Severability</u>: 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. <u>Access and Audits</u>: 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.

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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.

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- 24. <u>Nondiscrimination</u>: 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. <u>Regulation: Licensing Requirements</u>: 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:

e By:

Director / Assistant Director Palm Beach County Parks and Recreation Department

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

**CONTRACTOR** -

7

County Administrator -

WITNESS -Juit Legrence Signature JIM HERIXCETAN

Print

By: Signature <u>t/e</u>o / ,< Print Title

Modern Bujutsu Karate Florida, Inc.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

**County Attorney –** 

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	EXHIBIT	'" <b>A</b> "	00117633	
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nstruction will be provided to participa by the Modern Bujutsu Karate organiza	nts four vears of age or		dance with the re	equirements set forth
The program will be offered from Octol and Fridays from 6:00 to 9:00pm. A fe charged for sixteen-one and one-half h ive-eight week sessions per program y	e of \$75.00 per particip lour classes per sessio	)ant and \$70 0	) ner additional f	amily mombor will bo
	MATERIALS U	JSED		
quipment used in this program consist	s of a kicking bag, bow	/ and sai.		
re participants being transported as pa	art of the Scope of Sen	vice?	Yes	✓ No
ccording to Florida Statute Chapter 44 Vorkers' Compensation and Employer	0, are you required to Liability coverage?	maintain	Yes	√No
CONTRACTOR: Modern Bujutsu	ı Karate Florida, Inc.			
IGNATURE		0		
AME (TYPE OR PRINT)	2	Presice	E OR PRINT)	
	EXHIBIT "A"		$= \cup \mathbf{K} \mathbf{P} \mathbf{K} \mathbf{I} \mathbf{N} \mathbf{I}$	

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EXHIBIT "A" Page 1 of 1

## 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:



<u>No Insurance Required</u>: Based on scope of services, CONTRACTOR shall not be required to provide insurance.



<u>Commercial General Liability</u>: 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.

**<u>Auto Liability</u>**: 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.

<u>Workers' Compensation Insurance & Employer's Liability</u>: 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.

EXHIBIT "B" Page 1 of 2

## EXHIBIT "B" Insurance Requirements

<u>Additional Insured Clause</u>: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "<u>Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents</u>."

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<u>Waiver of Subrogation</u>: 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.



<u>Certificates of Insurance</u>: 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: Jim Henneman 2700 Sixth Avenue South Lake Worth, Florida 33461



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**<u>Right to Revise or Reject</u>**: 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.

EXHIBIT "B" Page 2 of 2

## **Evidence of Insurance**

#### PRODUCER

Martial Arts Group, Inc. / Robert P. Lang (Agent) 541 S. State Rd. 7 Suite 13 Margate, FL 33068 1-800-207-6603 Fax: 954-917-6892 www.igomag.com Email: Info@igomag.com

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

INSURED

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

Type of Insurance		ERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE E Type of Insurance Insurance Company		EFFECTIVE	TERM	LIMITS	
Ge	nera	Liability	General Liability Carrier is State Specific			GENERAL AGGREGATE \$2.000.00	
X COMMERCIAL GENERAL LIABILITY			River port Insurance Company a member or			PRODUCTS AGGREGATE	\$2,000,000 \$2,000,000
	x	Athletic Participants Coverage	Berkley Insurance Group Policy #WRD 180035 A.M. Best # 011017 {Rating: A+ / Category: XV)	08/21/13	1Year	PERSONAL & ADV. INJURY	\$1,000,000
`[	x	Landlords Additional Insured			Tear	EACH OCCURRENCE	\$1,000,000
	x	Includes 3 <sup>rd</sup> Party Property Damage	United States Fire Insurance Company Policy #SRPGP-101 A.M. Best # 002136 (Rating: A / Category: XIII)			FIRE DAMAGE (Any One Fire) Deductible	\$300,00 \$0
\cc	iden	t Medical Insurance	Accident Carrier State Specific				
X	(	Students & Staff	(USFIC, Berkley, StarNet)	08/21/13	1Year	Total per Accident (per person)	\$5,000
Hired / Non-Owned	2-Owned		·	Deductible	\$250		
		ess Liability				Combined Single Limit	\$

CERTIFICATE HOLDERS / ADDITIONAL INSURED'S:

PBC Board of Co. Commissioners c/o Parks & Rec2700 6th Ave. South Lake Worth, FL 33461 Township Comm. Assoc.2424 Lyons Road Coconut Creek, FL 33063

LOCATIONS:

2424 Lyons Road Coconut Creek, FL 33063

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

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

AUTHORIZED REPRESENTATVE Robert P. Lang

DIVISION: RECREATION SERVICES	LANERANAVISATIN DR.
REVENUE ACCOUNT: 0001-580- 5204 -4721	VENDOR CODE: CONTRACT NUMBER:
EVDENSE ACCOUNT, 0001-580- 5204 -4721	VG0000117633
EXPENSE ACCOUNT: 0001-590- 5204 -3422	KP0-580-100113+16
MC: So PS: FSS:	

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

V

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on  $O_1/27/2013$ , by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and <u>Modern Bujutsu Karate Florida, Inc.</u>, 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 \_\_\_\_\_\_\_\_, 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:

- 1. <u>Term</u>: This Agreement is effective <u>October 1, 2013</u>, and will terminate <u>September 30, 2014</u> and is not subject to extension or renewal.

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

### 3. Payments To Contractor:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>One Thousand Six Hundred Eighty</u> dollars (\$<u>1,680.00</u>).

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: Alexis Cardona, Arelis Matos Cardona
- b. Type of service / Name of activity: Martial Arts
- c. Day(s)/Date(s) Scheduled: Monday's Friday's
- d. Time Scheduled: 4:00pm 9:00pm
- e. Activity area / Location: CMAA Therapeutic Recreation Complex
- f. A minimum of <u>5</u> and a maximum of <u>15</u> 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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
  - adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, 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. <u>Exhibits</u>: 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: Stacy Staebell Phone Number: (561) 966-7021
- 12. <u>Insurance Requirements</u>: 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. <u>Indemnification</u>: 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: Eric Call, Director 2700 6th Avenue South Lake Worth, Florida 33461

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

Modern Bujutsu Karate Florida, Inc

13551 North Umberland Circle Wellington, FL 33414

- 15. <u>Remedies</u>: 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. <u>No Third Party Beneficiaries</u>: 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. <u>Availability of Funds</u>: 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. <u>Arrears</u>: 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. <u>Public Entity Crimes</u>: 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. <u>Criminal History Records Check</u>: 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. <u>Severability</u>: 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. <u>Entirety of Contractual Agreement</u>: 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. <u>Nondiscrimination</u>: 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. <u>Regulation: Licensing Requirements</u>: 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.

7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

ſ ø 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 -

ack Print

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney -

anne Helyant

CONTRACTOR -Modern Bujutsu Karate Florida, Inc. V By: 7 Sig iture Ardona Print itle

Modern Bujutsu Karate Florida, Inc.	VENDOR CO VC0000		CONTRACT NUMBER: KPO-580-1001 13×11
EXHIE	BIT "A"		
	of Service		
		- 14 Martin 2014 - 16 - 16 - 16 - 16 - 16 - 16 - 16 -	
SCOPE O Martial Arts class designed for people with disabilities wil Participants will learn basic martial arts skills to enhance	F SERVICE I be conducted by their physical and	a trained inst mental well-t	ructor once a week. being
MATERIA Equipment to be used during instruction includes, but is n	LS USED		
· · · · · · · · · · · · · · · · · · ·	or innited to: gym i	nats and prot	ective equipment.
re participants being transported as part of the Scope of	Service?	Yes	✓ No
ccording to Florida Statute Chapter 440, are you require Vorkers' Compensation and Employer Liability coverage?	d to maintain	Yes	No
CONFRACTOR: Modern Bujutsu Karate Florida, Inc	<u>.</u>		
Alex's CArdup	Pre	SICENT	7
AME (TYPE OR PRINT)	TITLE (TY	PE OR PRIN	Т)
EXHIBI	IT "A" L of 1		

CONTRACTOR NAME:	
VENDOR CODE: CONTRACT NUMBER:	
VENDOR CODE: CONTRACT NUMBER:	
WC0000117633 KP0-580-100113K16	

### EXHIBIT "B" Insurance Requirements

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EXHIBIT "B" Page 1 of 2

CONTRACTOR NAME:
VENDOR CODE: CONTRACT NUMBER:
Modern Bujutsu Karate Florida, Inc. VC0000117633 KP0-580-100113/16

## 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."



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Palm Beach County Board of County Commissioners C/O Parks and Recreation Department Attn: <u>stacy staebelt</u> 2700 Sixth Avenue South Lake Worth, Florida 33461



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EXHIBIT "B" Page 2 of 2

### **Evidence of Insurance**

#### PRODUCER

Martial Arts Group, Inc. / Robert P. Lang (Agent) 541 S. State Rd. 7 Suite 13 Margate, FL 33068 1-800-207-6603 Fax: 954-917-6892 www.igomag.com Email: info@igomag.com

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#### INSURED

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

33414

	Ту	pe of Insurance	Insurance Company	Insurance Company EFFECTIVE TERM LIMITS		······	
Ge	neral	Liability	General Liability Carrier is State Specific			GENERAL AGGREGATE \$2,000.00	
	X COMMERCIAL GENERAL LIABILITY		River port Insurance Company a member or			PRODUCTS AGGREGATE	\$2,000,000 \$2,000,000
x	х	Athletic Participants Coverage	Berkley Insurance Group Policy #WRD 180035 A.M. Best # 011017 (Rating: A+ / Category: XV) United States Fire Insurance Company	08/21/13	1Year	PERSONAL & ADV. INJURY	\$1,000,000
	x	Landlords Additional Insured			l l Cal	EACH OCCURRENCE	\$1,000,000
f						FIRE DAMAGE (Any One Fire)	\$300,00
	x	Includes 3 <sup>rd</sup> Party Property Damage	Policy #SRPGP-101 A.M. Best # 002136 (Rating: A / Category: XIII)			Deductible	\$0
Acc	iden	t Medical Insurance					
Accident Medical Insurance X Students & Staff Hired / Non-Owned Excess Liability		T	Accident Carrier State Specific (USFIC, Berkley, StarNet)	00/04/40	11/200	Total per Accident (per person)	\$5,000
				08/21/13	1Year	Deductible	\$250
			3 / Non-Owned			Combined Single Limit	\$
		ess Liability				AGGREGATE	\$

### CERTIFICATE HOLDERS / ADDITIONAL INSURED'S:

PBC Board of Co. Commissioners c/o Parks & Rec2700 6th Ave. South Lake Worth, FL 33461 Township Comm. Assoc.2424 Lyons Road Coconut Creek, FL 33063

LOCATIONS:

2424 Lyons Road Coconut Creek, FL 33063

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

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

AUTHORIZED REPRESENTATVE Robert F. Lang

DIVISION: RECREATION SERVICES	VENDOR CODE:	CONTRACT NUMBER:
REVENUE ACCOUNT: 0001-580- 525	2 477400	CONTRACT NUMBER:
EXPENSE ACCOUNT: 0001-580-525	2 -472109 PALM0168	KP0-580-100113#20
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## INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

### 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 <u>Youth Basketball Program</u>, 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:

- 1. <u>Term</u>: This Agreement is effective <u>October 5, 2013</u>, and will terminate <u>October 27, 2013</u> and is not subject to extension or renewal.
- Fees and Charges: The fee charged to participate in this activity is \$ 60.00 per player
   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:

a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Four Hundred dollars (\$400.00).

b. Payments to CONTRACTOR will be \$25.00 per game

OR

W

\_\_\_\_% 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: Basketball Official
- b. Type of service / Name of activity: \_\_\_\_\_\_\_ / youth basketball games
- c. Day(s)/Date(s) Scheduled: Saturdays / October 5 26, 2013
- d. Time Scheduled: 9:00am 5:00pm
- e. Activity area / Location: Gymnasium / West Boynton Recreation Center
- f. A minimum of <u>32</u> and a maximum of <u>80</u> 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. <u>Independent Contractor Relationship</u>: 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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 all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, 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. <u>Exhibits</u>: 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. <u>Department Representative</u>: The Department's authorized representative for this Agreement is: Name: <u>Ellen Gilmer / Jim Henneman</u> Phone Number: (561) 355-1125
- 12. <u>Insurance Requirements</u>: 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. <u>Indemnification</u>: 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. <u>Notices</u>: 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: Jim Henneman 2700 6th Avenue South Lake Worth, Florida 33461

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

Russell L. Black	
1320 Fishers Place	
West Palm Beach, FL 33413	
561-684-2010	

- 15. <u>Remedies</u>: 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. <u>No Third Party Beneficiaries</u>: 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. <u>Availability of Funds</u>: 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. <u>Arrears</u>: 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. <u>Public Entity Crimes</u>: 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. <u>Criminal History Records Check</u>: 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. <u>Severability</u>: 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. <u>Access and Audits</u>: 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. <u>Entirety of Contractual Agreement</u>: 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. <u>Nondiscrimination</u>: 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. <u>Regulation; Licensing Requirements</u>: 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: 0 By:

Director / Assistant Director Palm Beach County Parks and Recreation Department

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

Palm Beach County Officials Asso

County Administrator -

CONTRACTOR -

7

WITNESS ---

NEMAX IM Print

By: Title

xcjanign, in

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney -

anne ?

CONTRACTOR NAME:			
		VENDOR CODE:	CONTRACT NUMBER:
Paim Beach Count	y Officials Association, Inc.	PALM0168	
and the second		. ALING I GO	KP0-580-100113+20

## EXHIBIT "A" Scope of Service

SCOPE OF SERVICE
Mr. Black/PBCOA will be providing a service as basketball officials for the West Boynton Recreation Center Youth Basketball League.
Officials will be using rules governed by the Florida High School Athletic Association and all supplemental rules related to the West Boynton Youth Basketball League.
Games will be played on Saturdays from October 5 - 26, 2013. Game times will range from 9:00am - 5:00pm. A fee for services provided will be \$200.00 per day. (2 officials/game/4games a day)
Whistles
Are participants being transported as part of the Scope of Service?
According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage?
CONTRACTOR: Palm Beach County Officials Association, Inc.
SIGNATURE <u>AUSSELLA HOCK</u> NAME/(TYPE OR PRINT) TITLE (TYPE OR PRINT)
EXHIBIT "A" Page 1 of 1

## 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:



**<u>No Insurance Required</u>**: Based on scope of services, CONTRACTOR shall not be required to provide insurance.



<u>Commercial General Liability</u>: 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.

<u>Auto Liability</u>: 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.

<u>Workers' Compensation Insurance & Employer's Liability</u>: 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.

EXHIBIT "B" Page 1 of 2

## **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: JIM HENNEMAN 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.

> EXHIBIT "B" Page 2 of 2

### Sadler Sports: SODA

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SAC	LER & COMPANY, INC.					CONTACT NAME: S			
P.O.	. BOX 5866					PHONE (A/ C, No. E)		FAX (A/ C, No): 803-256-4017	
COL	UMBIA, SOUTH CAROLINA 29250	-5866				PRODUCER CUSTO	soda@sadlersports.com	n	
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	7 Boscanni Drive nton Beach, FL 33437						AL CASUALTY COMP		
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		· ·						PRODUCTS- COMP/ OP AGG	\$2,000,0
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	AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	
	ANY PROPRIETOR / PARTNER / EXECUTIVE Y/ N								
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Official ports nirop nesth ports	ials I Names: Russ Black, Charles Moxe s Officials Accident Only: \$100,000   ractic Visits - 5 Visits Maximum @ \$ lesia And Assistant Surgeon - Maxir s Officials General Liability as Part o De Participant Accident paties # include	y, Ed G Excess I 50 Per V num of 2 f Packag	viliani, Medica Visit; H 25% Su ge: \$2,1	bility Steve Cu I; \$5,000 ospitaliza Irgeon's I 000,000	ttler, Rich Nimphiu Accidental Death ation - Inpatient & C Benefits; Emergen Each Occurrence;	s, John Huston or Dismembermen Outpatient - \$1,000 cy Room - \$500 Ma \$2,000,000 Particij	t; \$500 per claim d Maximum; Surgec aximum; Physician pant Legal Liability	on's Benefits - \$2,500 Maximum	) ed)
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fice	ers, Employees and Agents				AUTHORIZED REPRE	SENTATIVE (company	B)	<u></u>	
00 (	6th Avenue South				<b>A</b>	Sully	•		
ĸe	Worth, FL 33461					J many	l		

Coverage is only extended to U.S. events and activities \*\* NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas. **ACORD 25 (2009/09)** The ACORD name and logo are registered marks of ACORD

DIVISION: RECREATION SERVICES REVENUE ACCOUNT: 0001-580- 5252 -472109 EXPENSE ACCOUNT: 0001-580- 5252 -3422	VENDOR CODE: JANS0004	DOCUMENT NUMBER: KPQ 580-100113X9
M/C: PS: F		DD: KB

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

### 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 \_\_\_\_\_\_, 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:

- 1. <u>Term</u>: This Agreement is effective <u>October 1, 2013</u>, and will terminate <u>September 30, 2014</u> and is not subject to extension or renewal.
- 2. <u>Fees and Charges</u>: The fee charged to participate in this activity is \$ <u>68 / \$80</u> per <u>class</u> 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:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>Thirty Thousand</u> dollars (\$<u>30,000.00</u>).

OR

\_\_\_\_% 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: Dance Instructor
- b. Type of service / Name of activity: Instruction / Dance
- c. Day(s)/Date(s) Scheduled: Tuesday/Thursday/Saturday October 1, 2013 September 30, 2014
- d. Time Scheduled: Tuesday/Thursday 2:45 8:00pm and Saturday 9:45am 3:00pm
- e. Activity area / Location: Room C / West Boynton Recreation Center
- f. A minimum of <u>6</u> and a maximum of <u>25</u> 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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;
    - 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
    - adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, 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: Jim Henneman / Ellen Gilmer

   Phone Number: (561) 355-1125
- 12. <u>Insurance Requirements</u>: 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. <u>Indemnification</u>: 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. <u>Notices</u>: 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:
 Jim Henneman

 2700
 6th Avenue South

 Lake Worth, Florida 33461

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

Shelly Janssen 7798 Belmont Drive Lake Worth, FL 33467

- 15. <u>Remedies</u>: 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. <u>No Third Party Beneficiaries</u>: 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. <u>Availability of Funds</u>: 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. <u>Arrears</u>: 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. <u>Public Entity Crimes</u>: 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. <u>Criminal History Records Check</u>: 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. <u>Severability</u>: 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. <u>Access and Audits</u>: 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. <u>Entirety of Contractual Agreement</u>: 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. <u>Nondiscrimination</u>: 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. <u>Regulation: Licensing Requirements</u>: 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.

7

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 7

WITNESS -

Signature HENKIEMAX <u>/1M</u> Print

CONTRACTOR -Shelly Janssen noser By: nature ni Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney -

Shelly Janssen	IKPO	<u>-580-100113¥</u>
EXHIBIT "A"		
Scope of Service		
SCOPE OF SERVICE Mrs. Janssen will be providing dance instruction at West Boynton Park and Northtree Blvd. Lake Worth, FL.	Recreation Cente	r located at 6000
The program will be offered from October 2013 through September 2014 a instruction for students ages 3 and up.	nd will consist of ta	ap, ballet and jazz
A fee of \$68.00 is charged for eight-45 minute to one hour classes and \$80 classes. This fee applies to one-eight week session, consisting of one clas sessions per program year.	.00 for eight-one a s per week. There	and one-half hour e are four-eight weel
MATERIALS USED		
Equipment used for the program will consist of ballet barres, mirrors, tap flo	or and sound syst	em.
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: Shelly Janssen		
SIGNATURE		1 1
Shelly Janssen Da	nce Ins	tructor

SIGNATURE Shelly NAME (TYPE OB PRINT)

Dance Instructor TITLE (TYPE OR PRINT)

EXHIBIT "A" Page 1 of 1

## 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:

<u>No Insurance Required</u>: Based on scope of services, CONTRACTOR shall not be required to provide insurance.

<u>Commercial General Liability</u>: 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.

EXHIBIT "B" Page 1 of 2

## 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."



<u>Waiver of Subrogation</u>: 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.



<u>Certificates of Insurance</u>: 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: <u>JIM HENNEMAN</u> 2700 Sixth Avenue South Lake Worth, Florida 33461



<u>Umbrella or Excess Liability</u>: 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.



<u>Right to Revise or Reject</u>: 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.

EXHIBIT "B" Page 2 of 2

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A       CENNERCUAL GENERAL LUBUITY       SRPGP-101-0413       8/1/2013       8/1/2013       8/1/2014       PRESINAL AGREGATE       \$1,000,000,00         PRESINAL AGREGATE LIMET APPLIES PER:       X       SRPGP-101-0413       8/1/2013       8/1/2014       EACH OCCURRENCE       \$1,000,000,00         AUTOMOBILE LIABILITY       I.oc       S000,000       S000,000       EACH OCCURRENCE       \$1,000,000,00         AUTOMOBILE LIABILITY       I.oc       S000,000       S000,000       S000,000       S000,000         AUTOMOBILE LIABILITY       I.oc       S000,000       S000,000       S000,000       S000,000       S000,000         AUTOMOBILE LIABILITY       I.oc       S000,000       S000,000       S000,000       S000,000       S000,000       S000,000         AUTOMOBILE LIABILITY       I.oc       S000,000,000       S000,000       S000,000       S000,000       S000,000       S000,000,000       S000,000,000       S000,000,000,000,000				POLICY NUMBER					LIMITS	···· , <u></u>	
A       SRPGP-101-0413       8/1/2013       8/1/2014       PERSONAL & ADV INURY       \$1,000,000,00         DEFUL AGOREGATE LIMIT APPLIES PER:       X       SRPGP-101-0413       8/1/2013       8/1/2014       EACH OCCURRENCE       \$1,000,000,00         AUTOMOBILE LIABLITY       Loc       Inco       \$30,000       \$30,000       \$1,000,000,00         AUTOMOBILE LIABLITY       SOMEDIAND       SOMEDIAND       \$0,000       \$1,000,000,00       \$1,000,000,00         AUTOMOBILE LIABLITY       Inco       \$30,000       \$1,000,000,00       \$1,000,000,00       \$1,000,000,00         AUTOMOBILE LIABLITY       Inco       \$1,000,000,00       \$1,000,000,00       \$1,000,000,00       \$1,000,000,00         AUTOMOBILE LIABLITY       Inco       SOMEDIAND       \$1,000,000,00								GENERAL AGGRE	GATE	\$1,000,000.00	
A						8/1/2013	8/1/2014	PRODUCTS - COMP/OP AGG		\$1,000,000.00	
GERVL AGGREGATE LIMIT APPLIES PER:       N/A       SINPGP-101-0413       O/1/2013       8/1/2014       EACH OCCURRENCE       \$1000.000.00         MED EXPL AGGREGATE LIMIT APPLIES PER:       I.oc       N/A       MED EXP (Any one fire)       \$300,000.00         AUTOMOBILE LIABILITY       I.oc       IMAXATO       \$0.00       IMED EXP (Any one person)       \$0.00         AUTOMOBILE LIABILITY       I.oc       IMAXATO       Scheduke       \$1.000.000.00       IMED EXP (Any one person)       \$1.000.000.00         AUTOMOBILE LIABILITY       Scheduke       Scheduke       \$1.000.000.00       IMED EXP (Any one person)       \$1.000.000.00         AUTOMOBILE LIABILITY       Scheduke       Scheduke       \$1.000.000.00       \$1.000.000.00         AUTOMOBILE LIABILITY       Scheduke       Scheduke       \$1.000.000.00       \$1.000.000.00         AUTOMOBILE LIABILITY       Scheduke       Scheduke       \$1.000.000.00       \$1.000.000.00         AUTOMOBILE LIABILITY       Monetary of the scheduke       \$1.000.000.00       \$1.000.000.00       \$1.000.000.00         AUTOMOBILE LIABILITY       IMMED AUTO       Scheduke       \$1.000.000.000       \$1.000.000.000       \$1.000.000.000         MORERS COMPENSATION       Scheduke       Scheduke       \$1.000.000.000       \$1.000.000.000       \$1.000								PERSONAL & ADV INJURY		\$1,000,000.00	
With Robinship Pace       MED EXP (Any one person)       \$0.00         AUTOMOBILE LUBILITY       Jucc       S         AUTOMOBILE LUBILITY       S       S         AUTONOS       AUTOS       S       S         HIRED AUTO       AUTOS       S       S         HIRED AUTO       AUTOS       S       S         UMBRELLA LUB       OCCUR       S       S         EXCESS LUB       CLAINSMADE       S       S         UMBRELLA LUB       OCCUR       S       S         WORKERS COMPENSATION       S       S       S         WORKERS COMPENSATION       N/A       S       S         WORKERS COMPENSATION       N/A       S       S         Model EMPLOYERS       LUBILITY       N/A       S         EXCESS LUB       V/N       N/A       S       S         WORKERS COMPENSATION       N/A       S       S       S         Model EMPLOYERS       LUBILITY       N/A       S <t< td=""><td></td><td>·   ^</td><td></td><td>SRPGP-101-041</td><td>3</td><td colspan="2">EACH OCCURRENCE \$1</td><td>\$1,000,000.00</td></t<>		·   ^		SRPGP-101-041	3			EACH OCCURRENCE \$1		\$1,000,000.00	
X       Poucy       rect       Loc       \$         AUTOMOBILE LUABILITY       Combined sincle Limit       \$         AUTOMOBILE LUABILITY       BODILY INJURY (Per person)       \$         AUTOMOBILE LUABILITY       BODILY INJURY (Per accident)       \$         AUTOMOBILE LUABILITY       BODILY INJURY (Per accident)       \$         HIRED AUTO       AUTOS       AUTOS       BODILY INJURY (Per accident)       \$         BODILY INJURY (Per accident)       \$       BODILY INJURY (Per accident)       \$         BODILY INJURY (Per accident)       \$       BODILY INJURY (Per accident)       \$         HIRED AUTO       AUTOS       CLAMSMADE       \$       \$         UMBRELLA LIAB       OCCUR       \$       \$       \$         EXCESS LUBB       CLAMSMADE       \$       \$       \$         OED       RETENTION \$       \$       \$       \$         ADD EMPLOYERS LUBBLITY       \$       \$       \$       \$         MONERES COMPENSATION       \$       \$       \$       \$         ADD EMPLOYERS LUBBLITY       \$       \$       \$       \$         MONERES COMPENSATION       \$       \$       \$       \$         ADD EMPLOYERS LUBBLITY	GEN'L AGGREGATE LIMIT APPLIES PER:	·						FIRE DAMAGE (An	/ one fire)	\$300,000.00	
AUTOMOBILE LABILITY       s         AVY AUTO       SCHEDULED         ALL OWNED       SCHEDULED         AUTOS       AUTOS         ALTOS       SCHEDULED         AUTOS       SCHEDULED         SCHEDULED       SCHEDULED         SCHEDULED       SCHEDULED         AUTOS       CLAIMS-MADE         CEXCESS LIAB       CLAIMS-MADE         VEXCESS LIAB       CLAIMS-MADE								MED EXP (Any one	person)	\$0.00	
ANY AUTO       SCHEDULED         ALL OWNED       SCHEDULED         ALTOS       AUTOS         HIRED AUTO       SCHEDULED         HIRED AUTO       NON-OWNED         AUTOS       NON-OWNED         HIRED AUTO       NON-OWNED         AUTOS       NON-OWNED         HIRED AUTO       NON-OWNED         AUTOS       SCHEDULED         EXCESS LIAB       OCCUR         EXCESS LIAB       CLAIMS-MADE         DED       RETENTION S         WORKERS COMPENSATION       S         AND EMPLOYERS 'LUBUITY       Y/N         AND EMPLOYERS 'LUBUITY       N / A         OFFICERMEMBER EXCLUDEO?       N / A         UNIA       N / A         DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities       C		+	<u> </u>						41 <del>7.</del>	\$	
ALL DAVISE       AUTOS       BODILY INJURY (Per accident)       S         HIRED AUTO       AUTOS       S       S         HIRED AUTO       MONOWNED       S       S         UMBRELLA LIAB       OCCUR       S       S         EXCESS LIAB       CLAIMS-MADE       S       S         DED       RETENTION 3       S       S         WORKERS COMPENSATION       AND EMPLOYEERS LIABILITY       Y/N       S         AND EMPLOYEERS COMPENSATION       N / A       S       S         MORENETCORPARTNER/EXECUTIVE       Y/N       N / A       S         MORENETOROPARTNER/EXECUTIVE       N / A       S       S         OFFICER/MEMBER EXCLUDED?       N / A       S       S         (Mandatory in NH)       N / A       S       S         UPSCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       E.L. DISEASE - POLICY LIMIT         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       E.L. DISEASE - POLICY LIMIT         The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities       CANCELLATION <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>(Ea accident)</td><td></td><td>\$</td></t<>								(Ea accident)		\$	
HIRED AUTO       NON-OWNED AUTOS       AUTOS       S         UMBRELLA LIAB       OCCUR       S         UMBRELLA LIAB       OCCUR       S         DED       RETENTION \$       S         WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/REACOUTIVE OFFICE/RMEMBER EXCLOSED?       Y/N ANY PROPRIETOR/PARTNER/REACOUTIVE OFFICE/RMEMBER EXCLOSED?       Y/N ANY PROPRIETOR/PARTNER/REACOUTIVE OFFICE/RMEMBER EXCLOSED?       N/A         MORKENS compensation ANY PROPRIETOR/PARTNER/REACOUTIVE OFFICE/RMEMBER EXCLOSED?       N/A       S         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       E.L. DISEASE - POLICY LIMIT       S         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities       CANCELLATION         Paim Beach County Board of County Commisioners       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								<u>`</u>		······	
Image: Construction of operations below       Image: Construction of the certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.       Image: Construction of the certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Paim Beach County Board of County Commisioners       CanceLLATION	HIRED AUTO NON-OWNED								er accident)		
umbrelLa LIAB       occur       s         L       EXCESS LIAB       claims-made       s         OED       RETENTION s       AGGREGATE       s         WORKERS COMPENSATION AND EMPLOYERS LUBBLITY (Mandatory in NH)       Y/N       N/A       S         If yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       E.L. DISEASE - EA EMPLOYEE       #S         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities       CANCELLATION         Paim Beach County Board of County Commisioners       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								(Per accident)			
EXCESS LIAB       CLAIMS-MADE         DED       RETENTION \$         WORKERS COMPENSATION       \$         AND PEMPLOYERS' LIABILITY       Y/N         ANY PROPRIETOR/PARTMER/EXECUTIVE       Y/N         OFFICER/MEMBER EXCLUDED?       N/A         Uryes, describe under       N/A         DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)         The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities       CANCELLATION         Palm Beach County Board of County Commisioners       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE	UMBRELLA LIAB OCCUR								<u></u>		
DED       RETENTION \$         WORKERS COMPENSATION       \$         AND PRIOYERS LIABILITY       Y / N         ANY PROPRIETOR/PARTNER/EXECUTIVE       OTH-         OFFICERMEMBER EXCLUDED?       N / A         (Mandatory in NH)       N / A         If yes, describe under       DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities         CERTIFICATE HOLDER       CANCELLATION         Palm Beach County Board of County Commisioners       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	EXCESS LIAB CLAIMS-MADE								/C		
AND ENSATION       Y/N       OTH       S         ANY PROPRIETOR/PARTNER/EXECUTIVE       N/A       E.L. EACH ACCIDENT       S         OFFICER/MEMBER EXCLUDED?       N/A       E.L. DISEASE - EA EMPLOYEE       #3         Urget       DESCRIPTION OF OPERATIONS / UCCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       E.L. DISEASE - POLICY LIMIT       S         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities       CANCELLATION         Palm Beach County Board of County Commisioners       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN											
OFFICERMEMBER EXCLUDED?       N / A         If yes, describe under       N / A         If yes, describe under       E.L. EACH ACCIDENT         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.         Dance Studio Activities         CERTIFICATE HOLDER         CANCELLATION         Palm Beach County Board of County Commisioners	AND EMPLOYERS' LIABILITY Y / N							WC STATU-			
(Manadatory in NH)       E.L. DISEASE - EA EMPLOYEE       #3         If yee, describe under       E.L. DISEASE - EA EMPLOYEE       #3         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       E.L. DISEASE - POLICY LIMIT       \$         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       Image: Constraint of the named insured during the policy period.         Dance Studio Activities       CANCELLATION         Palm Beach County Board of County Commisioners       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	OFFICER/MEMBER EXCLUDED?	N/A							·····		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period. Dance Studio Activities CERTIFICATE HOLDER CANCELLATION Palm Beach County Board of County Commisioners SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	(Mandatory in NH)						ĺ	E.L. DISEASE - EA E	MPLOYEE		
The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period. Dance Studio Activities CERTIFICATE HOLDER CANCELLATION Palm Beach County Board of County Commisioners SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POL	CY LIMIT	\$				
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Dance Studio Activities         CERTIFICATE HOLDER       CANCELLATION         Palm Beach County Board of County Commisioners       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	The certificate holder is added as addition	nal ing	(Attacr sured	hut only with respect to lighili	chedule, i tu orioli	f more space is re	equired)				
Palm Beach County Board of County Commisioners SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	Dance Studio Activities		arcu	but only with respect to habili	ty ansi	ig out of opera	ations of the h	amed insured du	ring the poli	cy period.	
Palm Beach County Board of County Commisioners SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	CERTIFICATE HOLDER				CAN						
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN	Palm Beach County Board of County	0									
	2700 6th Avenue South	Com	misic	ners	THE	EXPIRATION	DATE THEF	REOF, NOTICE	ES BE CANO WILL BE	CELLED BEFORE DELIVERED IN	

2700 6th Avenue South

Lake Worth, FL 33461

ACORD 25 (2010/05)

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Francis L. Dean

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AUTHORIZED REPRESENTATIVE

ACORD

AGENCY

# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY) 7/18/2013

POLICY NUMBER
SRPGP-101-0413/USP122908

CARRIER United States Fire Insurance Company

NAIC CODE	
21113	
	1

SF	RPGP-101-04	13/	USP122908			8/1/201		Shelly M. Ja	ED( Ans:	si sen				
	DITIONAL	INT	EREST (No	t all fields apply t	o all scena	rios - pro	ovido				(ata)		······	
ITE				NAME AND ADDRESS	RANK:	EVIDENCE	- I	CERTIFICATE		POLICY	ala)			· · · · · · · · · · · · · · · · · · ·
	ADDITIONAL INSURED	Γ	LOSS PAYEE	Palm Beach Co				misioners		POLICY		SEND BILL		N ITEM NUMBER
	BEACH OF			2700 6th Avenu	e South	0.000 11	y 0011						LOCATION:	BUILDING:
-	WARRANTY	┝	MORTGAGEE OWNER										VEHICLE:	BOAT:
1	EMPLOYEE	-	REGISTRANT	Lake Worth, FL	33461								AIRPORT:	AIRCRAFT:
-	AS LESSOR LEASEBACK	-											ITEM CLASS:	ITEM:
-	OWNER	L	TRUSTEE										ITEM DESCRIPTION	
4	LIENHOLDER			REFERENCE / LOAN #:			INTE	REST END DATE:						
1				LIEN AMOUNT:	·		PHO	NE (A/C, No, Ex):					FAX (A/C, No):	
	ON FOR INTEREST	:					E-MA	ADDRESS:						
_	REST ADDITIONAL	r		NAME AND ADDRESS	RANK:	EVIDENCE:	T	CERTIFICATE		POLICY	Π	SEND BILL	INTEDEST	VITEM NUMBER
_	INSURED	L	LOSS PAYEE						1		II		LOCATION:	
	BEACH OF WARRANTY		MORTGAGEE										VEHICLE;	BUILDING: BOAT:
L.	CO-OWNER EMPLOYEE		OWNER										AIRPORT:	
1	AS LESSOR		REGISTRANT										ITEM	AIRCRAFT:
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£	O-OWNER	<u> </u>	OWNER										AIRPORT:	AIRCRAFT:
A	S LESSOR		REGISTRANT										ITEM	ITEM:
	EASEBACK WNER		TRUSTEE										CLASS: ITEM DESCRIPTION	
ļ٢	IENHOLDER			REFERENCE / LOAN #:			INTER	EST END DATE:					TEM DESCRIPTION	
				LIEN AMOUNT:				E (A/C, No, Ex):					FAX (AID AL.)	
50	N FOR INTEREST:							ADDRESS;					FAX (A/C, No):	
	ËST			NAME AND ADDRESS	RANK:	EVIDENCE:		ERTIFICATE		POLICY		END BILL		
A	DDITIONAL ISURED		LOSS PAYEE			L	I I					CNU BILL		TEM NUMBER
в	EACH OF		1									-	LOCATION:	BUILDING:
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	MPLOYEE		OWNER									Γ	AIRPORT:	AIRCRAFT:
A	S LESSOR		REGISTRANT										ITEM CLASS:	ITEM:
0	WNER		TRUSTEE									r	ITEM DESCRIPTION	
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01	FOR INTEREST:					· _ · · ·	E-MAIL	ADDRESS:				L		
	ST			NAME AND ADDRESS	RANK:	EVIDENCE:	c	ERTIFICATE	Т	POLICY	s	END BILL	INTEREST IN I	
	SURED		LOSS PAYEE				•l						LOCATION:	BUILDING:
BE N/	ACH OF ARRANTY		MORTGAGEE									F	VEHICLE:	BOAT:
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N	FOR INTEREST:							ADDRESS:				['	AX (A/C, No):	
al	bove are add	led	as additional	insured but only w	ith respect t				atio	ons of the	e nar	ned insu	red during the po	licy period.
)R	D 45 (2009/0	)4)		The ACO	RD name a	nd logo ar	e regi	© stered mark	199 (s c	93-2009 A	ACO D	RD COR	PORATION. AII	rights reserved