

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 3, 2014

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 and First Amendment to Independent Contractor Agreement received during the month of April:

- A) Palm Beach County Officials Association, Inc., Youth Basketball Official, West Boynton Recreation Center, for the period April 26, 2014, through June 7, 2014;
- B) B.E.A.S.T Fitness, Inc., Tri-training program, Aqua Crest Pool, for the period April 26, 2014, through September 30, 2014; and
- C) Palm Beach County Officials Association, Inc., Youth and Teen Basketball Official, Westgate Recreation Center, for the period February 22, 2014, through April 19, 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. Districts 3 and 7 (AH)

**Background and Justification:** A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 2002-2103, 2007-0409 and 2012-0168) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements and Amendments with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

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

**Attachments:**

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

Recommended by:   
Department Director

5/2/2014  
Date

Approved by:   
Assistant County Administrator

\_\_\_\_\_  
Date



DIVISION: RECREATION SERVICES		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5252 -472109		PALM0168	KPo-580-042314X372
EXPENSE ACCOUNT: 0001-580- 5252 -3422			
M/C: <u>MM</u>	PS: <u>PS</u>		DD: <u>KB</u>

**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 04/21/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Palm Beach County Officials Association, Inc., 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 Youth Basketball Program, 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. **Term:** This Agreement is effective April 26, 2014, and will terminate June 7, 2014, and is not subject to extension or renewal.
2. **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 One thousand two hundred forty eight dollars (\$ 1,248.00 ).
  - b. Payments to CONTRACTOR will be \$ 26.00 per game  
(paid participant / class / lesson)

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: Basketball Officiating
- b. Type of service / Name of activity: Officiating / youth basketball games
- c. Day(s)/Date(s) Scheduled: Saturdays / April 26 - June 7, 2014
- d. Time Scheduled: 9:00am - 5:00pm
- e. Activity area / Location: Gymnasium / West Boynton Recreation Center
- f. A minimum of 32 and a maximum of 80 paid participants must be received by the Department prior to commencement of the activity. The Department reserves the right to cancel the activity in the event that the specified minimum number of participants have not registered and paid.

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

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

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

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

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

8. **Subcontracting:** CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **Performance:**

a. CONTRACTOR agrees to:

1. perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
4. inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the activity area following each activity to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and 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: Ellen Gilmer / Jim Henneman Phone Number: (561) 355-1125

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

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

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

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

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

Palm Beach County Parks and Recreation Department  
Attn: 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

15. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
16. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
17. **Availability of Funds:** COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

18. **Arrears:** CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
19. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
20. **Criminal History Records Check:** If CONTRACTOR's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
21. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
22. **Access and Audits:** If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

23. **Entirety of Contractual Agreement:** COUNTY and CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
24. **Nondiscrimination:** CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
25. **Regulation; Licensing Requirements:** CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



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

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

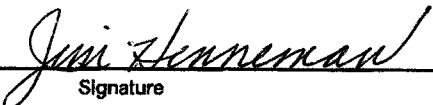
By:   
Director / Assistant Director  
Palm Beach County Parks and Recreation Department

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

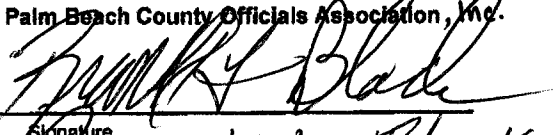
**County Administrator -**

\_\_\_\_\_

**WITNESS -**

  
Signature  
JIM HENNEMAN  
Print

**CONTRACTOR -**

**Palm Beach County Officials Association, Inc.**  
By:   
Signature  
RUSSELL W. BLACK  
Print  
President  
Title

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

**County Attorney -**



<b>CONTRACTOR NAME:</b> Palm Beach County Officials Association, Inc.	<b>VENDOR CODE:</b> PALM0168	<b>DOCUMENT NUMBER:</b> KPO-580-042314X 372
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## EXHIBIT "A" Scope of Service

SCOPE OF SERVICE	
<p>Mr. Black/PBCOA will be providing services as a basketball officials for the West Boynton Recreation Center Youth Basketball League.</p> <p>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.</p> <p>Games will be played on Saturdays from April 26 - June 7, 2014. Game times will range from 9:00am - 4:00pm. A fee for services provided will be \$208.00 per day. (2 officials/game/4games a day)</p>	
MATERIALS USED	
Whistles	
<p>Are participants being transported as part of the Scope of Service?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	
<p>According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	

CONTRACTOR: Palm Beach County Officials Association, Inc.

SIGNATURE

NAME (TYPE OR PRINT)

TITLE (TYPE OR PRINT)

<b>CONTRACTOR NAME:</b> Palm Beach County Officials Association, Inc.	<b>VENDOR CODE:</b> PALM0168	<b>DOCUMENT NUMBER:</b> KPO 580-042314X372
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## EXHIBIT "B" Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

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

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

**Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

**Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

<b>CONTRACTOR NAME:</b> Palm Beach County Officials Association, Inc.	<b>VENDOR CODE:</b> PALM0168	<b>DOCUMENT NUMBER:</b> KP0580042314K372
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## 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.

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**08/13/2013**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	<b>CONTACT NAME:</b> Sports Dept <b>PHONE (A/C, No. Ext):</b> 800-622-7370   <b>FAX (A/C, No):</b> 803-256-4017 <b>E-MAIL ADDRESS:</b> soda@sadlersports.com <b>PRODUCER CUSTOMER ID#:</b>
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<b>INSURED</b> D/ B/ A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION Palm Beach County Officials Association 7167 Boscanni Drive Boynton Beach, FL 33437 Club #: 18557  A Member of the Sports, Leisure & Entertainment RPG	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NATIONAL CASUALTY COMPANY</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>NATIONWIDE LIFE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NATIONAL CASUALTY COMPANY		INSURER B:	NATIONWIDE LIFE INSURANCE COMPANY		INSURER C:			INSURER D:		
INSURER(S) AFFORDING COVERAGE		NAIC #														
INSURER A:	NATIONAL CASUALTY COMPANY															
INSURER B:	NATIONWIDE LIFE INSURANCE COMPANY															
INSURER C:																
INSURER D:																

**COVERAGES** **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRO0000001413200	04:44PM ET 08/09/2013	12:01AM ET 08/09/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MEDICAL EXPENSES (other than participants)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	NONE
							PRODUCTS- COMP/ OP AGG	\$2,000,000
							LEGAL LIAB TO PARTICIPANTS	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE	n/a
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
B	<b>PARTICIPANT ACCIDENT</b>			JXS0000025702600-A	04:44PM ET 08/09/2013	12:01AM ET 08/09/2014	EXCESS MEDICAL	\$100,000
							AD&D	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: COVERED Sports Officials - Accident & General Liability**  
 6 Officials  
 Official Names: Russ Black, Charles Moxey, Ed Gulliani, Steve Cutler, Rich Nimphius, John Huston  
 (Sports Officials Accident Only: \$100,000 Excess Medical; \$5,000 Accidental Death or Dismemberment; \$500 per claim deductible; Physical Therapy & Chiropractic Visits - 5 Visits Maximum @ \$50 Per Visit; Hospitalization - Inpatient & Outpatient - \$1,000 Maximum; Surgeon's Benefits - \$2,500 Maximum; Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Physician Visits - \$50 Maximum Per Visit)  
 (Sports Officials General Liability as Part of Package: \$2,000,000 Each Occurrence; \$2,000,000 Participant Legal Liability; Waiver/ Release Recommended)  
 NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.  
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

<b>CERTIFICATE HOLDER</b> RELATIONSHIP: Property Owner/ Lessor  Palm Beach Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees and Agents 2700 6th Avenue South Lake Worth, FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A) <i>Scott Furbush</i> AUTHORIZED REPRESENTATIVE (company B) <i>John Sadler</i>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5303 -472402		VS0000001665	KPO 580-042514X375
EXPENSE ACCOUNT: 0001-580- 5303 -3422			
M/C:	PS:		DD:

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

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 04/24/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and B.E.A.S.T Fitness, 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 Tri-training, hereinafter referred to as "activity"; and

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

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

- Term:** This Agreement is effective April 26, 2014, and will terminate September 30, 2014, and is not subject to extension or renewal.
- Fees and Charges:** The fee charged to participate in this activity is \$ 20, \$90 or \$150 per class, 5 classes, 10 classes. The collection of such fees is the responsibility of the Department.

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

**3. Payments To Contractor:**

- The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Fourteen Thousand dollars (\$ 14,000.00 ).
- Payments to CONTRACTOR will be \$ \_\_\_\_\_ per \_\_\_\_\_  
(paid participant / class / lesson)

OR

70 % of the total participation fees paid.

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

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

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

4. **Specific Details:**

- a. Instructor: B.E.A.S.T Fitness, Inc/Rod Redzanic
- b. Type of service / Name of activity: Tri-training
- c. Day(s)/Date(s) Scheduled: Saturdays
- d. Time Scheduled: 8:30 AM - 10:00 AM
- e. Activity area / Location: Aqua Crest Pool, 2503 Seacrest Blvd., Delray Beach, FL 33444
- f. A minimum of 5 and a maximum of 30 paid participants must be received by the Department prior to commencement of the activity. The Department reserves the right to cancel the activity in the event that the specified minimum number of participants have not registered and paid.

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

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

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

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

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

8. **Subcontracting:** CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **Performance:**

a. CONTRACTOR agrees to:

1. perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
4. inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the activity area following each activity to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and 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: David Salvador, Facility Manager I Phone Number: (561) 278-7174
12. **Insurance Requirements:** It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.
- Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.
13. **Indemnification:** CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR.
14. **Notices:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

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

Palm Beach County Parks and Recreation Department  
Attn: Director of Aquatics Division  
2700 6th Avenue South  
Lake Worth, Florida 33461

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

B.E.A.S.T Fitness, Inc/Rod Redzanic  
48 Lake Eden Drive  
Boynton Beach, FL 33435  
Phone: (561) 886-8124

15. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
16. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
17. **Availability of Funds:** COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

18. **Arrears:** CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
19. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
20. **Criminal History Records Check:** If CONTRACTOR's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
21. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
22. **Access and Audits:** If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

23. **Entirety of Contractual Agreement:** COUNTY and CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
24. **Nondiscrimination:** CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
25. **Regulation; Licensing Requirements:** CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

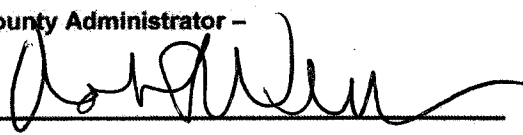
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

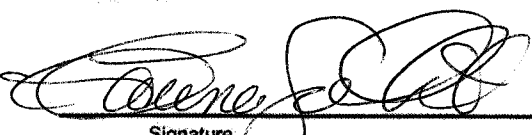
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

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

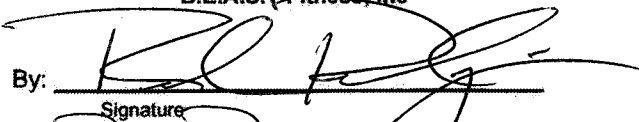
**In The Event Contract Amount  
Is Equal To Or Exceeds \$10,000.00:**

County Administrator -  


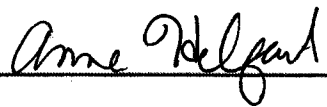
**WITNESS -**

  
Signature  
Fawna Gallant  
Print

**CONTRACTOR -**

**B.E.A.S.T. Fitness, Inc**  
By:   
Signature  
Rod Pedraza  
Print  
Owner / Head Trainer  
Title

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

County Attorney -  


<b>CONTRACTOR NAME:</b> B.E.A.S.T Fitness, Inc.	<b>VENDOR CODE:</b> VS000000 1665	<b>CONTRACT NUMBER:</b> KPo 580-042514X-375
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## EXHIBIT "A" Scope of Service

The basic requirements for the Tri-Training (CONTRACTOR) are as follows:

The CONTRACTOR shall provide these services during the term of this Agreement in compliance with all terms of the Agreement. If any conflict arises, this Scope of Services will supersede.

### A. Scope of Work

The CONTRACTOR has the responsibility of preparing and teaching the programs for Tri-Training classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of land based and water exercise. The program will consist of the use of resistance bands, weights, stationary bicycles and rowing machines as well as supervised swimming, running, push-ups and sit-ups.

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

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

Immediately upon arrival at Aqua Crest Pool ("Facility"), inspect the site prior to beginning any activity. Should any safety condition exist at the Facility, the CONTRACTOR shall report said condition to the staff opening the Facility immediately and to the Facility manager upon the manager's arrival at the Facility or by phone, email or text in the event the Manager is not present at the Facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed. The staff member opening the Facility shall perform the water test and if the chemical levels are not reading between 1.0 – 10.0 for chlorine and 7.2-7.6 for pH the CONTRACTOR will not allow participants to get into the water. If PBC pool staff are not present at the Facility during a scheduled class which requires the use of the pool or training on deck, the CONTRACTOR must immediately contact the Facility Manager by phone, email, or text and wait to enter the water or begin deck training until PBC pool staff arrive and confirms that the Facility is safe for usage.

CONTRACTOR shall be provided with and follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious incident or injury occurs at the Facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager I, Aquatic Programs Coordinator, Aquatics Supervisor and Aquatics Director as outlined in Attachment A. CONTRACTOR will work with and maintain open dialogue with the Facility manager regarding program needs, program changes, additions or removals, or problems with the Facility or equipment, by general daily interaction and scheduled meetings as needed.

CONTRACTOR will ensure that all participants are instructed in the pool rules and safety procedures to ensure that risk of accident or injury is minimized. During Facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified by a recognized exercise fitness organization and in First Aid/CPR (equivalent or higher training) and a first aid kit will be made available at all times.

CONTRACTOR will provide responses to public questions and requests for program information and membership details. CONTRACTOR shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide the Facility manager with 5 days notice of all anticipated conflicts, schedule changes, and or absences. CONTRACTOR must obtain written approval (email) from the Facility Manager prior to notifying the program participants of schedule changes. The CONTRACTOR shall immediately notify the Facility manager of any unanticipated absences. The County will provide the CONTRACTOR with 14 days notice of anticipated events that would affect scheduled classes or approved activities.

<b>CONTRACTOR NAME:</b> B.E.A.S.T Fitness, Inc.	<b>VENDOR CODE:</b> VS000000 1665	<b>CONTRACT NUMBER:</b> KP0580042514X 375
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## EXHIBIT "A"

### Scope of Service

CONTRACTOR will adhere to all applicable COUNTY policies and procedures. CONTRACTOR will provide Facility manager with daily attendance figures for each month on the last day of each month.

**B. Use of Premises**

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

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

Ensure proper use and care of the Facility and all equipment by CONTRACTOR and program participants.

Ensure that the Facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly storage and deck areas that have been allocated for the program. CONTRACTOR will inform the Facility Manager immediately via e-mail, telephone or in person of any equipment malfunction or failure.

The Parks and Recreation Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the COUNTY authorizes its reopening.

**C. Personnel**

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

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

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. Approval shall not be granted for new personnel until proof of the successful completion of the required background screening has been provided to the Facility Manager.

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relations concerns of the COUNTY. CONTRACTOR'S staff and pool staff will be crossed trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with Facility management and staff, contributing to the harmony and productivity of the Facility.

**D. Program Fees & Charges**

The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all program fees and charges from participants. All program fees and charge payments will be made payable to: Board of

<b>CONTRACTOR NAME:</b> B.E.A.S.T Fitness, Inc.	<b>VENDOR CODE:</b> VS0000001665	<b>CONTRACT NUMBER:</b> KPO-580-040514K375
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## EXHIBIT "A"

### Scope of Service

County Commissioners. The COUNTY will provide the CONTRACTOR with biweekly reports updating participant's payment status. CONTRACTOR shall assist COUNTY with the collection of fees.

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

**E. Payments To Contractor**

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

F. The County will provide IRS form 1099 (Miscellaneous Non-Employee Compensation) to the Contractor.

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#### MATERIALS PROVIDED BY COUNTY

Lane Lines, Time Clock, Timing System, Kick Boards, Pull Buoys, Stationary Bikes

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

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

CONTRACTOR: B.E.A.S.T Fitness, Inc.  
  
 \_\_\_\_\_  
 SIGNATURE

Rod Redzanic  
 NAME (TYPE OR PRINT)

Head Trainer  
 TITLE (TYPE OR PRINT)

## Scope of Services

### **Attachment A**

#### AQUATIC CHAIN OF COMMAND

Aqua Crest Pool Facility Manager – David Salvador

[DSalvador@pbcgov.org](mailto:DSalvador@pbcgov.org)

Office: (561)278-7174

Aquatic Programs Coordinator – Fawna L. Gallant

Office: (561) 966-6632

Aquatics Supervisor – Laurie Schobelock

Office: (561) 966-6629

Aquatics Division Director - Dave Lill

Office: (561) 966-6630

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<b>CONTRACTOR NAME:</b> B.E.A.S.T Fitness, Inc	<b>VENDOR CODE:</b> VS000001665	<b>DOCUMENT NUMBER:</b> KPO-580-042514X 375
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## EXHIBIT "B"

### Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

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

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

**Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

**Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

<b>CONTRACTOR NAME:</b> B.E.A.S.T Fitness, Inc	<b>VENDOR CODE:</b> VS0000001665	<b>DOCUMENT NUMBER:</b> KP0-580-042514X375
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## 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: Veronica Kinnett  
 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>FRANCIS L. DEAN &amp; ASSOCIATES, LLC.</b> 1776 S NAPERVILLE RD BLDG B STE 101 P.O. BOX 4200 WHEATON, IL 60189-5886 www.fdean.com (800) 745-2409		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 745-2409      FAX (A/C, No): (630) 665-7294 E-MAIL ADDRESS: info@fdean.com	
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  <b>B.E.A.S.T. Fitness, Inc</b> 48 Lake Eden Drive Boynton, FL 33435		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United States Fire Insurance	<b>NAIC #</b> 21113
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: USP141112

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X		SRPGP-101-0413	03/04/2014 12:01 AM	03/04/2015 12:01 AM	GENERAL AGGREGATE \$2,000,000.00
	PRODUCTS - COMP/OP AGG \$2,000,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
	EACH OCCURRENCE \$1,000,000.00						
	FIRE DAMAGE (Any one fire) \$300,000.00						
	MED EXP (Any one person) \$5,000.00						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>							COMBINED SINGLE LIMIT (Ea accident) \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED    RETENTION \$							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							EACH OCCURRENCE \$
							GENERAL AGGREGATE \$
							EACH OCCURRENCE \$
							GENERAL AGGREGATE \$
	<b>GL Premium</b>						\$315.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Fitness Class Activities**CERTIFICATE HOLDER**B.E.A.S.T. Fitness, Inc  
48 Lake Eden Drive  
Boynton, FL 33435**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
3/7/2014

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGP-101-0413/USP141112		EFFECTIVE DATE 03/04/2014 12:01 AM	NAMED INSURED(S) B.E.A.S.T. Fitness, Inc	

**ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data)**

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		The City of Delray Beach 50 NW 1st Ave. Delray Beach, FL 33444							LOCATION:
		REFERENCE / LOAN #:		INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:		PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
								ITEM CLASS:	ITEM:
								ITEM DESCRIPTION	
REASON FOR INTEREST:				E-MAIL ADDRESS:				FAX (A/C, No):	

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Palm Beach County Board of County Commissioners 2700 6th Avenue South Lake Worth, FL 33461							LOCATION:
		REFERENCE / LOAN #:		INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:		PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
								ITEM CLASS:	ITEM:
								ITEM DESCRIPTION	
REASON FOR INTEREST:				E-MAIL ADDRESS:				FAX (A/C, No):	

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:		INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:		PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
								ITEM CLASS:	ITEM:
								ITEM DESCRIPTION	
REASON FOR INTEREST:				E-MAIL ADDRESS:				FAX (A/C, No):	

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:		INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:		PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
								ITEM CLASS:	ITEM:
								ITEM DESCRIPTION	
REASON FOR INTEREST:				E-MAIL ADDRESS:				FAX (A/C, No):	

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:		INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:		PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
								ITEM CLASS:	ITEM:
								ITEM DESCRIPTION	
REASON FOR INTEREST:				E-MAIL ADDRESS:				FAX (A/C, No):	

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

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

**THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** is made and entered into on 04/23/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY" and Palm Beach County Officials Association, Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, on February 12, 2014, COUNTY and CONTRACTOR entered into an Agreement (R2013-1192) for the provision of providing basketball officials for the youth and teen basketball program at Westgate Recreation Center; and

**WHEREAS**, the youth and teen basketball program, herein referred to as the "Program", is scheduled to begin on February 22, 2014, and end on April 19, 2014; and

**WHEREAS**, the COUNTY is to provide funding in an amount not to exceed One Thousand Seven Hundred Forty-Two Dollars (\$1,742.00) for officiating services for the Program; and

**WHEREAS**, CONTRACTOR's fee is Twenty-Six Dollars (\$26.00) per game officiated for the Program; and

**WHEREAS**, the total number of games officiated is projected to exceeded Sixty-Seven (67) games for the Agreement period; and

**WHEREAS**, the total Agreement amount required to be paid to the CONTRACTOR should be increased by One Thousand Four Hundred Thirty dollars (\$1,430.00); and

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

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

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

1. Section 3.a. of the Agreement is hereby deleted in its entirety and replaced with the following: "The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Three Thousand One Hundred Seventy Two dollars (\$3,172.00)."
2. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

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

**WITNESS**

Lee B. Powell  
Signature  
Lee B. Powell  
Name (Please Type or Print)

**CONTRACTOR - PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.**

Russell L Black  
Contractor Signature  
Russell L Black  
Name (Please Type or Print)  
President  
Title (Please Type or Print)

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

Carla Coe  
Director/Assistant Director  
Palm Beach County Parks and Recreation Department

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

Anne Delgant  
County Attorney