

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 21, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department: <u>Parks and Recreation</u>		
Submitted By: <u>Parks and Recreation Department</u>		
Submitted For: <u>Parks and Recreation Department</u>		

I. EXECUTIVE BRIEF

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

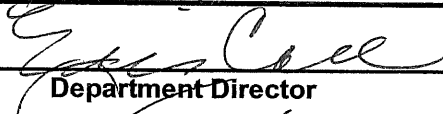
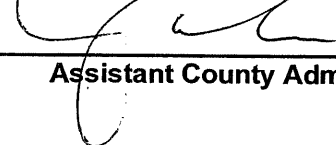
- A) Gordon Andrews, USA Swimming/US Masters Swimming Coach, Lake Lytal Family Aquatic Center, for the period October 1, 2014, through September 30, 2015;
- B) Kiril Zahariev, USA Swimming Coach, North County Aquatic Complex, for the period October 1, 2014, through September 30, 2015;
- C) Mary Lou Putnam, Water Exercise Instructor, North County Aquatic Complex, for the period October 1, 2014, through September 30, 2015;
- D) LB2 Enterprises, Inc. (R2013-1754), US Masters Swimming Coach, North County Aquatic Complex, for the period October 1, 2013, through September 30, 2014;
- E) LB2 Enterprises, Inc., US Masters Swimming Coach, North County Aquatic Complex, for the period October 1, 2014, through September 30, 2015;
- F) Caroline Ann Karolinko, US Synchronized Swimming Coach, Aqua Crest Pool, for the period October 1, 2014, through September 30, 2015;
- G) Patricia Ann Fisher, Water Exercise Instructor, Aqua Crest Pool, for the period October 1, 2014, through September 30, 2015;
- H) Dennis G. Mobley (R2014-1204), Soul Line Dancing Instructor, Westgate Recreation Center, for the period July 9, 2014, through August 27, 2014;
- I) Anastasia Scruggs, Hip Hop Dance Instructor, CMAA Therapeutic Recreation Complex, for the period October 1, 2014, through September 30, 2015;
- J) Nancy Kelly, Water Exercise Instructor, North County Aquatic Complex, for the period October 1, 2014, through September 30, 2015;
- K) Stephen VanCopenolle, Water Exercise Instructor, North County Aquatic Complex, for the period October 1, 2014, through September 30, 2015;
- L) DMC Healthcare Consulting, LLC, Cardio Boot Camp Instructor, West Jupiter Recreation Center, for the period October 2, 2014, through September 29, 2015; and
- M) Gold Coast Gymnastics, Inc., Tiny Tot Tumbling Instructor, West Boynton Recreation Center, for the period October 2, 2014, through September 25, 2015.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item. These Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 2002-2103, 2007-0409, and 2012-0168, and are now being submitted to the Board to receive and file. Districts 1, 2, 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 (11)
 - 2. First Amendment to Independent Contractor Agreements (2)

Recommended by: <u></u>	<u>10-3-2014</u>
Department Director	Date
Approved by: <u></u>	<u>10-17-14</u>
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	402,128	-0-	-0-	-0-	-0-
External Revenues	(512,300)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	*(110,172)	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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

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

Item	Contractor	FY2014		FY2015	
		Revenue	Expense	Revenue	Expense
A	Gordon Andrews			\$132,500	\$106,000
B	Kiril Zahariev			\$187,500	\$150,000
C	Mary Lou Putnam			\$35,715	\$25,000
D	LB2 Enterprises, Inc.	\$5,000	\$4,000		
E	LB2 Enterprises, Inc.			\$70,000	\$56,000
F	Caroline Ann Karolinko			\$40,000	\$32,000
G	Patricia Ann Fisher			\$12,858	\$9,000
H	Dennis G. Mobley **				
I	Anastasia Scruggs			\$800	\$1,080
J	Nancy Kelly			\$6,715	\$4,700
K	Stephen VanCopenolle			\$11,429	\$8,000
L	DMC Healthcare Consulting, LLC			\$8,640	\$6,048
M	Gold Coast Gymnastics, Inc.			\$6,143	\$4,300
	Totals	\$5,000	\$4,000	\$512,300	\$402,128

* Estimated net revenue for these agreements is \$110,172. Actual revenue and operating costs will be determined at the termination of the agreements.

** No additional fiscal impact is associated with this amendment as it is for a time extension only.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Susan Neary 10/9/14
OFMB 10/8/14

James J. Jacobson 10/16/14
Contract Development and Control
10-16-14

B. Legal Sufficiency:

Anne Delgant 10/17/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5302 -4724		ANDR0020	
EXPENSE ACCOUNT: 0001-580- 5302 -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 09/09/14, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Gordon Andrews, 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 USA Swimming and US Masters Swimming Programs, 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 October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.
2. **Fees and Charges:** The fee charged to participate in this activity is \$ 25 to \$100 per swimmer per month. 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 Hundred SixThousand dollars (\$ 106,000.00).
- b. Payments to CONTRACTOR will be \$ _____ per _____
(paid participant / class / lesson)
OR
80 % 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: Gordon Andrews
- b. Type of service / Name of activity: USA Swimming and US Masters Swimming Programs
- c. Day(s)/Date(s) Scheduled: Monday - Saturday
- d. Time Scheduled: Monday - Friday 3:30 p - 7:30 p / Monday and Friday 5:00 a - 7:00 a / Saturday 6:00 a - 9:00 a
- e. Activity area / Location: Lake Lytal Family Aquatic Center
- f. A minimum of 10 and a maximum of 100 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: James Davis, Facility Manager I

Phone Number: (561) 684-2685

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: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

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

Gordon Andrews
5448 Berry Blossom Way E
West Palm Beach, FL 33415
561-310-4924 gmand288@bellsouth.net

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.

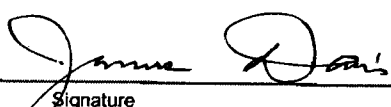
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

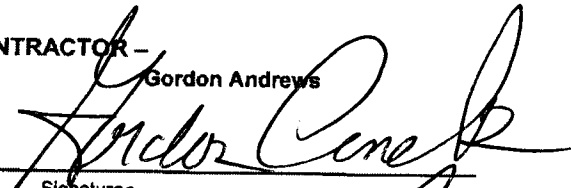
By: 
Director / Assistant Director
Palm Beach County Parks and Recreation Department

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

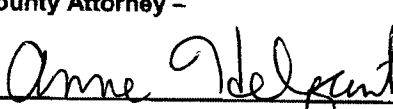
County Administrator -


WITNESS -


Signature
James Davis
Print

CONTRACTOR -
Gordon Andrews
By: 
Signature
GORDON ANDREWS
Print
HEAD COACH
Title

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

County Attorney -


CONTRACTOR NAME: Gordon Andrews	VENDOR CODE: ANDR0020	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

The basic requirements for the Head USA Swimming and US Masters Swimming Coach (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 training swimmers in preparation for competitive swimming events. CONTRACTOR will be responsible for organizing and supervising the program in accordance with USA Swimming and US Masters Swimming standards and the approved rule books. CONTRACTOR is responsible for daily training. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions.

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.

Immediately upon arrival at Lake Lytal Family Aquatic Center ("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 practice, swim meet or any other special event 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 will be certified in American Red Cross Safety Training for Swim Coaches; First Aid; CPR (equivalent or higher training) and a first aid kit will be made available at all times. CONTRACTOR will 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.

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 team 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

CONTRACTOR NAME: Gordon Andrews	VENDOR CODE: ANDR0020	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

events that would affect the USA Swimming and US Masters Swimming scheduled practices or approved activities.

CONTRACTOR will provide copies of any literature pertaining to the USA Swimming and US Masters Swimming swim team to the Facility Manager and obtain approval from the Facility Manager for all activities at the Facility other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

CONTRACTOR will provide the Facility Manager a monthly list with registered USA Swimming and US Masters swimmers containing the following information: first name; last name; age and sex. All changes to this information must be made monthly and provided to the Facility manager on the first of each month.

CONTRACTOR will provide Facility Manager with daily attendance figures for each month on the last day of each month.

CONTRACTOR will secure necessary timers, meet officials and volunteers for the set up, running, take down and clean up for all swim meets hosted by the USA Swimming and/or US Masters teams. CONTRACTOR will be responsible for providing volunteers/staff to take care of the restrooms and trash during swim meets.

B. Use of Premises

The Facility, when permitted by the COUNTY for the CONTRACTOR for the USA Swimming and US Masters competitive swimming programs, 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. The CONTRACTOR shall open the Facility each morning in conjunction with scheduled Facility staff for the USA Swimming and US Masters swimming program when utilizing the Facility prior to the Facility's opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening in conjunction with scheduled Facility staff if the program conclusion is after operational hours. The CONTRACTOR shall assist Facility staff in the removal and replacement of pool covers when the pool covers are in use. The CONTRACTOR shall assist Facility staff with lane lines if they are required to be changed from long course to short course and/or short course to long course.

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.

CONTRACTOR NAME: Gordon Andrews	VENDOR CODE: ANDR0020	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

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 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.

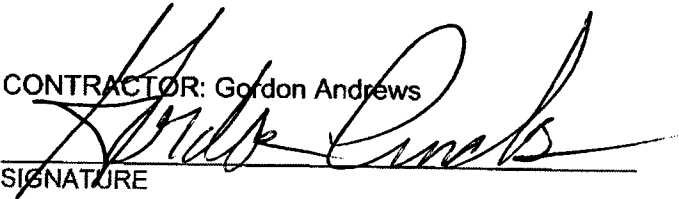
MATERIALS USED

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

Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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

CONTRACTOR NAME: Gordon Andrews	VENDOR CODE: ANDR0020	CONTRACT NUMBER:
------------------------------------	--------------------------	------------------

EXHIBIT "A"
Scope of Service

CONTRACTOR: Gordon Andrews

SIGNATURE

Gordon Andrews
NAME (TYPE OR PRINT)

Head Coach
TITLE (TYPE OR PRINT)

Scope of Services

Attachment A

Aquatic Chain of Command

Lake Lytal Family Aquatic Center Manager – James Davis

JRDavis@pbcgov.org

Office: (561) 684-2685

Cell: (561) 248-3429

Aquatic Programs Coordinator – Fawna Gallant

Office: (561) 966-6632

Aquatics Supervisor – Laurie Schobelock

Office: (561) 966-6629

Aquatics Division Director - Dave Lill

Office: (561) 966-6630

CONTRACTOR NAME: Gordon Andrews	VENDOR CODE: ANDR0020	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "B"

Insurance Requirements

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

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

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

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

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

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

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

CONTRACTOR NAME: Gordon Andrews	VENDOR CODE: ANDR0020	CONTRACT NUMBER:
---	---------------------------------	-------------------------

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)
01/22/2014

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).

PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-602-840-3234	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): 602-274-9138 E-MAIL ADDRESS: info@theriskpeople.com PRODUCER CUSTOMER ID #:
INSURED LAKE LYTAL LIGHTING USA Swimming, Inc dba USA Swimming GORDON ANDREWS 5448 BERRY BLOSSOM WAY E WEST PALM BEACH, FL 33415-4442	INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CAS CO 11991 INSURER B: MUTUAL OF OMAHA INS CO 71412 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 38228036 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X X	XK00000003948800	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse/Molestation \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$	X X	XK00000003948900	01/01/14	01/01/15	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS Accident-Medical		T5MPSP35054	01/01/14	01/01/15	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Verification of General Liability, Excess Liability & Abuse/Molestation coverage for COVERED ACTIVITIES.
Abuse/Molestation Aggregate on the General Liability Policy is \$5,000,000. Abuse/Molestation is excluded in the Excess Liability Policy. Excess Medical/Dental Accident coverage provided for participants only. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.
30 DAY CANCELLATION PER POLICY PROVISIONS

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 6th Ave. South Lake Worth, FL 33461 USA	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 Carolyn J. Blumit
---	--

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO-39488-00	01/01/2014	USA SWIMMING, INC. DBA USA Swimming Etal	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES,
SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- ☒ Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;

b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
- ☒ Co-Promoters
- ☐ Any individual person(s) or organization(s) listed below:

Scott Furbush

AUTHORIZED REPRESENTATIVE

DATE

CERTIFICATE ADDENDUM
"Covered Activities"

With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors and co-promoters, "Covered Activities" are defined as:

- 1) Swimming meets that have been issued a written sanction or approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- 2) Swimming practices, dry land training activities and learn to swim programs, where all swimmers or participants are members of USA Swimming, Inc. and are conducted under direct and active supervision of a member coach. A Member Coach is defined as a coach member of USA Swimming, Inc. who has complied with safety training required by USA Swimming, Inc. Dryland training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A-Thons, Fund raising activity which clubs can purchase for lap-a-thons through the USA Swimming Foundation.
- 4) Approved social events and approved fund raising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming Tryouts. Swimming Tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- 6) Office premises liability for Member Clubs

LAKE LYTAL LIGHTNING SWIM TEAM, INC.

HEAD COACH GORDON ANDREWS

www.lightning-swimming.org

"Feel the Heat"

Wednesday, September 03, 2014

To whom it may concern:

I Gordon Andrews, head coach of the Lake Lytal Lightning Swim Team, gives to our staff a 1099 form at the end of every year, thus the Workmen's comp portion of my contract is not applicable:

Staff:

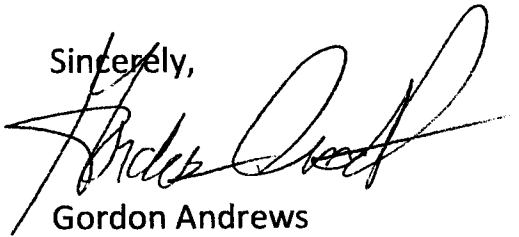
Emilienne Allan

Manuel Rabelo

Sarah Andrews

Wendy Brisco

Sincerely,

A handwritten signature in black ink, appearing to read "Gordon Andrews", written over the word "Sincerely,".

Gordon Andrews

LAKE LYTAL LIGHTNING SWIM TEAM, INC.

HEAD COACH GORDON ANDREWS

www.lightning-swimming.org

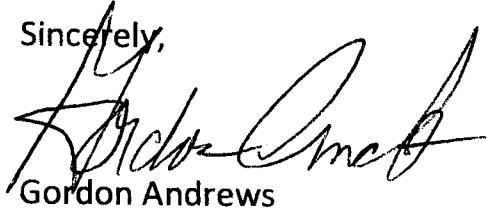
"Feel the Heat"

Wednesday, September 03, 2014

To whom it may concern:

I Gordon Andrews, head coach of the Lake Lytal Lightning Swim Team, does not use my automobile to regularly transport athletes; thus the auto liability portion of my contract is not applicable.

Sincerely,

A handwritten signature in black ink, appearing to read "Gordon Andrews", written over the printed name.

Gordon Andrews

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5305 -4724		ZAHA0001	
EXPENSE ACCOUNT: 0001-580- 5305 -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 09/09/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Kiril Zahariev, 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 USA Swimming 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 October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.

2. **Fees and Charges:** The fee charged to participate in this activity is \$ 20 TO 110 per participant /month. 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 Hundred Fifty Thousand dollars (\$ 150,000.00).

b. Payments to CONTRACTOR will be \$ _____ per _____
(paid participant / class / lesson)

OR

80 % 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: Kiril Zahariev
- b. Type of service / Name of activity: USA Swimming Program
- c. Day(s)/Date(s) Scheduled: Monday - Saturday
- d. Time Scheduled: Monday - Friday 6:45 - 10 am and 3 - 7:30 pm / Saturday 7:30 - 10:30 am
- e. Activity area / Location: North County Aquatic Complex, 861 Toney Penna Drive, Jupiter, FL 33458
- f. A minimum of 10 and a maximum of 200 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: Phil Galfano, Facility Manager I Phone Number: (561) 745-0839

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: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

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

Kiril Zahariev
152 Middlebury Drive
Jupiter, FL 33458
561-626-7654

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.

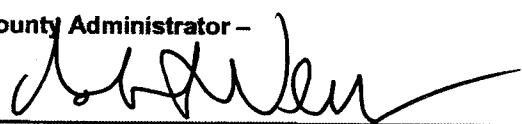
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

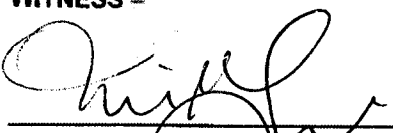
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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 -

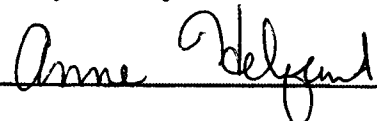

Signature
Philip Galtano
Print

CONTRACTOR -

Kiril Zaharlev
By: 
Signature
KIRIL ZAHARIEV
Print
Head Coach
Title

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

County Attorney -



CONTRACTOR NAME: Kiril Zahariev	VENDOR CODE: ZAHA0001	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

The basic requirements for the Head USA Swimming (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 training swimmers in preparation for competitive swimming events. CONTRACTOR will be responsible for organizing and supervising the program in accordance with USA Swimming standards and the approved rule books. CONTRACTOR is responsible for daily training. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions.

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.

Immediately upon arrival at North County Aquatic Complex ("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 practice, swim meet or any other special event 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 will be certified in American Red Cross Safety Training for Swim Coaches; First Aid; CPR (equivalent or higher training) and a first aid kit will be made available at all times. CONTRACTOR will 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.

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 team 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 the USA Swimming scheduled practices or approved activities.

CONTRACTOR NAME: Kiril Zahariev	VENDOR CODE: ZAHA0001	CONTRACT NUMBER:
------------------------------------	--------------------------	------------------

EXHIBIT "A"

Scope of Service

CONTRACTOR will provide copies of any literature pertaining to the USA Swimming team to the Facility Manager and obtain approval from the Facility Manager for all activities at the Facility other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

CONTRACTOR will provide the Facility Manager a monthly list with registered USA Swimming containing the following information: first name; last name; age and sex. All changes to this information must be made monthly and provided to the Facility Manager on the first of each month.

CONTRACTOR will provide Facility Manager with daily attendance figures for each month on the last day of each month.

CONTRACTOR will secure necessary timers, meet officials and volunteers for the set up, running, take down and clean up for all swim meets hosted by the USA Swimming team. CONTRACTOR will be responsible for providing volunteers/staff to take care of the restrooms and trash during swim meets.

B. Use of Premises

The Facility, when permitted by the COUNTY for the CONTRACTOR for the USA Swimming competitive swimming programs, 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. The CONTRACTOR shall open the Facility each morning in conjunction with scheduled Facility staff for the USA Swimming and US Masters swimming program when utilizing the Facility prior to the Facility's opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening in conjunction with scheduled Facility staff if the program conclusion is after operational hours. The CONTRACTOR shall assist Facility staff in the removal and replacement of pool covers when the pool covers are in use. The CONTRACTOR shall assist Facility staff with lane lines if they are required to be changed from long course to short course and/or short course to long course.

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

CONTRACTOR NAME: Kiri Zahariev	VENDOR CODE: ZAHA0001	CONTRACT NUMBER:
--	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

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 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.

MATERIALS USED


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

Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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

CONTRACTOR NAME: Kiril Zahariev	VENDOR CODE: ZAHA0001	CONTRACT NUMBER:
------------------------------------	--------------------------	------------------

EXHIBIT "A"
Scope of Service

CONTRACTOR: Kiril Zahariev


SIGNATURE

Kiril Zahariev
NAME (TYPE OR PRINT)

Head Coach
TITLE (TYPE OR PRINT)

SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

North County Facility Manager – Phil Galfano
PGalfano@pbcgov.org
Office: (561) 745-0241
Cell: (561) 401-6129

Aquatic Programs Coordinator – Fawna Gallant
Office: (561) 966-6632

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

Aquatics Division Director - Dave Lill
Office: (561) 966-6630

CONTRACTOR NAME: Kiril Zahariev	VENDOR CODE: ZAHA0001	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "B"

Insurance Requirements

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

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

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

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

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

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

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

CONTRACTOR NAME: Kiril Zahariev	VENDOR CODE: ZAHA0001	CONTRACT NUMBER:
------------------------------------	--------------------------	------------------

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)
01/15/2014

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).

PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: info@theriskpeople.com PRODUCER CUSTOMER ID #:	FAX (A/C No): 602-274-9138
INSURED JUPITER DRAGONS SWIM TEAM USA Swimming, Inc dba USA Swimming KIRIL ZAHARIEV 861 TONEY PENNA DRIVE JUPITER, FL 33458-7538	INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CAS CO 11991 INSURER B: MUTUAL OF OMAHA INS CO 71412 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 38173885 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	KKO0000003948800	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse/Molestation \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$	X	X	XKO0000003948900	01/01/14	01/01/15	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS Accident-Medical			T5MPSP35054	01/01/14	01/01/15	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Verification of General Liability, Excess Liability & Abuse/Molestation coverage for COVERED ACTIVITIES.
Abuse/Molestation Aggregate on the General Liability Policy is \$5,000,000. Abuse/Molestation is excluded in the Excess Liability Policy. Excess Medical/Dental Accident coverage provided for participants only. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.
30 DAY CANCELLATION PER POLICY PROVISIONS

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Political Subdivision of the State of Florida 2700 6th Avenue South Lake Worth, FL 33461 USA	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 Carolyn J. Blumit
--	--

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO-39488-00	01/01/2014	USA SWIMMING, INC. DBA USA Swimming Etal	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES,
SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- ☒ Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;

b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

- c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
- ☒ Co-Promoters
- ☐ Any individual person(s) or organization(s) listed below:

Scott Finkbeiner

AUTHORIZED REPRESENTATIVE

DATE

CERTIFICATE ADDENDUM
"Covered Activities"

With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors and co-promoters, "Covered Activities" are defined as:

- 1) Swimming meets that have been issued a written sanction or approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- 2) Swimming practices, dry land training activities and learn to swim programs, where all swimmers or participants are members of USA Swimming, Inc. and are conducted under direct and active supervision of a member coach. A Member Coach is defined as a coach member of USA Swimming, Inc. who has complied with safety training required by USA Swimming, Inc. Dryland training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A-Thons, Fund raising activity which clubs can purchase for lap-a-thons through the USA Swimming Foundation.
- 4) Approved social events and approved fund raising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming Tryouts. Swimming Tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- 6) Office premises liability for Member Clubs



August 29, 2014

To Whom it May Concern:

Pursuant to Florida Statutes Chapter 440, Jupiter Dragons Swim Team / Kiril Zahariev has fewer than four employees and therefore is not required to provide Worker's Compensation Insurance.

If you have any further questions, please do not hesitate to contact me at (561) 339-9959.

Sincerely,

A handwritten signature in black ink, appearing to read "Kiril Zahariev".

Kiril Zahariev - Head Coach
Jupiter Dragons Swim Team



August 29, 2014

To Whom It May Concern:

This is to certify that as Head Coach of the Jupiter Dragons Swim Team, my automobile is not used to transport participants, therefore, the auto liability insurance requirement listed in my contract is not applicable to me.

If you have any further questions, please do not hesitate to contact me at (561) 339-9959.

Sincerely,

A handwritten signature in black ink, appearing to read "Kiril Zahariev".

Kiril Zahariev - Head Coach
Jupiter Dragons Swim Team

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5305 -472406		VC0000127459	
EXPENSE ACCOUNT: 0001-580- 5305 -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 09/09/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Mary Lou Putnam, 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 Water Exercise, hereinafter referred to as "activity"; and

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

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

- Term:** This Agreement is effective October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.
- Fees and Charges:** The fee charged to participate in this activity is \$ 4.00 or \$30.00 per class or 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 Twenty-Five Thousand dollars (\$ 25,000.00).
 - Payments to CONTRACTOR will be \$ _____ per N/A
(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: Mary Lou Putnam
- b. Type of service / Name of activity: Water Aerobics / Exercise
- c. Day(s)/Date(s) Scheduled: Tuesday, Wednesday, Thursday, Friday
- d. Time Scheduled: 10:00 am - 11:00 am
- e. Activity area / Location: North County Aquatic Complex, 861 Toney Penna Drive, Jupiter, FL 33458
- f. A minimum of 5 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: Phil Galfano, Facility Manager I Phone Number: (561) 745-0241

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: Aquatic Programs Coordinator

2700 6th Avenue South

Lake Worth, Florida 33461

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

Mary Lou Putnam

110 Casa Grande Court

Palm Beach Gardens, FL 33418

Phone: 561-312-1091 / Email: memuput@hotmail.com

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
Melissa Duralig
Print

CONTRACTOR –

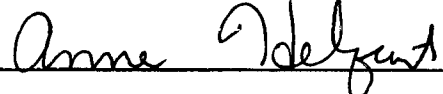
Mary Lou Putnam

By: 
Signature
MARY LOU PUTNAM
Print

INSTRUCTOR
Title

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

County Attorney –



CONTRACTOR NAME: Mary Lou Putnam	VENDOR CODE: VC0000127459	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

The basic requirements for the Water Fitness Instructor (CONTRACTOR) are as follows:

The CONTRACTOR shall provide these services during the term of this contract 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 the programs for Water Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

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

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

Immediately upon arrival at North County Aquatic Complex ("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 practice, swim meet or any other special event 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 will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone class sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the Facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatic 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 injury or accidents is minimized. Program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in Aquatic Exercise; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

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

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

CONTRACTOR NAME: Mary Lou Putnam	VENDOR CODE: VC0000127459	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

CONTRACTOR will provide copies of newsletters, calendars and handbooks to the Facility Manager and obtain approval from the Facility Manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide Facility Manager with daily attendance figures after each class.

CONTRACTOR will recognize and abide by the terms of any Agreements between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities.

B. Use of Premises

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

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

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

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

CONTRACTOR will inform the Facility Manager immediately 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 Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. Approval shall not be granted for new personnel until the successful

CONTRACTOR NAME: Mary Lou Putnam	VENDOR CODE: VC0000127459	CONTRACT NUMBER:
-------------------------------------	------------------------------	------------------

EXHIBIT "A"

Scope of Service

completion of the required background screening.

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 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 rate 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 services; there will be no advanced payment of services.

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

MATERIALS USED

Coast guard approved personal floatation devices, kickboards, goggles and buoyant aquatic equipment.

Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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

CONTRACTOR: Mary Lou Putnam

Mary Lou Putnam
SIGNATURE

Mary Lou Putnam
NAME (TYPE OR PRINT)

Water Aerobics Instructor
TITLE (TYPE OR PRINT)

SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

North County Facility Manager – Phil Galfano

PGalfano@pbcgov.org

Office: (561) 745-0241

Cell: (561) 401-6129

Aquatic Programs Coordinator – Fawna Gallant

Office: (561) 966-6632

Aquatics Supervisor – Laurie Schobelock

Office: (561) 966-6629

Aquatics Division Director - Dave Lill

Office: (561) 966-6630

CONTRACTOR NAME: Mary Lou Putnam	VENDOR CODE: VC0000127459	DOCUMENT NUMBER:
--	-------------------------------------	------------------

EXHIBIT "B"
Insurance Requirements

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

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

☐

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



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

☐

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

☐

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

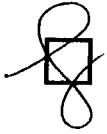
☐

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

CONTRACTOR NAME: Mary Lou Putnam	VENDOR CODE: VC0000127459	DOCUMENT NUMBER:
--	-------------------------------------	-------------------------

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2014

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).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-256-4017 E-MAIL ADDRESS: instructor@sadlersports.com PRODUCER CUSTOMER ID#:
INSURED Mary Lou Putnam DBA Aqua-phoria 110 Casa Grande Court 110 Casa Grande Court Palm Beach Gardens, FL 33418 Application ID: 96205 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		RPG55271	12:01AM ET 01/15/2014	12:01AM ET 01/15/2016	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (fire legal liability) \$300,000 MEDICAL EXP (other than participant) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE (other than products- completed operations) \$5,000,000 PRODUCTS- COMP/ OP AGG \$500,000 PROFESSIONAL LIABILITY \$500,000 LEGAL LIAB TO PARTICIPANTS \$500,000 ABUSE, MOLESTATION, HARRASSMENT OR SEXUAL CONDUCT DEFENSE COSTS REIMBURSEMENT \$100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/ N <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 EOMLOYEE E.L. DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

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

RE: Aquatic Exercise, (CERTIFIED)
PROFESSIONAL LIABILITY \$500,000

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.

CERTIFICATE HOLDER RELATIONSHIP: Property Owner/ Lessor BOCC of Palm Beach County Att.: Aquatics Director 2700 6th Ave S Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: 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)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN PALM BEACH COUNTY AND
LB2 ENTERPRISES, INC.**

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 09/09/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY" and LB2 Enterprises, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on September 20, 2013, COUNTY and CONTRACTOR entered into an Agreement (R2013-1754) for the provision of a US Masters Swimming program at North County Aquatic Complex, hereinafter referred to as the "Agreement"; and

WHEREAS, under the Agreement the COUNTY is to provide funding in an amount not to exceed Forty Thousand Dollars (\$40,000) for all services and materials for the US Masters swimming coach's services, hereinafter referred to as the "Program"; and

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

WHEREAS, paid enrollment fees are projected to exceeded Fifty Thousand dollars (\$50,000) for the Agreement period; and

WHEREAS, the total Agreement amount required to be paid to CONTRACTOR needs to be increased by Four Thousand dollars (\$4,000); and

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

WHEREAS, both parties desire to amend the Agreement.


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

1. Section 3.a. of the Agreement is hereby deleted in its entirety and replaced with the following: "The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Forty Four Thousand dollars (\$44,000)."
2. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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


WITNESS



Signature

Melissa Duralia
Name (Please Type or Print)

CONTRACTOR – LB2 ENTERPRISES, INC.




Contractor Signature

Linda Bostic
Name (Please Type or Print)

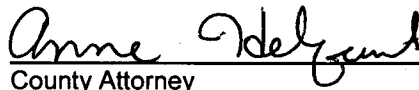
President, LB2 Enterprises, Inc.
Title (Please Type or Print)

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**



County Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**



Director/Assistant Director
Palm Beach County Parks and Recreation Department

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5305 -472402		VC0000124047	
EXPENSE ACCOUNT: 0001-580- 5305 -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 09/09/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and LB2 Enterprises, 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 United States Masters Swimming 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 October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.

2. **Fees and Charges:** The fee charged to participate in this activity is \$ 25 to 45 per month. 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 Fifty-Six Thousand dollars (\$ 56,000.00).

b. Payments to CONTRACTOR will be \$ _____ per N/A
(paid participant / class / lesson)

OR

80 % 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: LB2 Enterprises, Inc. / Linda Bostic
- b. Type of service / Name of activity: United States Masters Swimming Program
- c. Day(s)/Date(s) Scheduled: Tuesday - Friday and Saturday
- d. Time Scheduled: Tues-Fri 5:30 am - 8:00 am; Saturday 8:00 am - 10:00 am; Tues & Thurs 11:30 am - 12:30 pm; Mon, Wed, Thurs 7:30 - 8:30 pm
- e. Activity area / Location: North County Aquatic Complex, 861 Toney Penna Drive, Jupiter, FL 33458
- f. A minimum of 10 and a maximum of 90 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: Phil Galfano, Facility Manager I Phone Number: (561) 745-0241

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: Aquatic Program Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

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

LB2 Enterprises, Inc. / Linda Bostic
115 Still Lake Drive
Jupiter, FL 33458
Phone: 561-373-1140

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

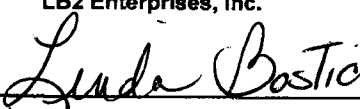
**In The Event Contract Amount
Is Equal To Or Exceeds \$10,000.00:**

County Administrator –


WITNESS –

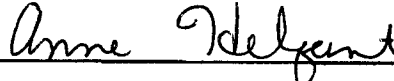

Signature
Melissa Duralia
Print

CONTRACTOR –

LB2 Enterprises, Inc.
By: 
Signature
Linda Bostic
Print
President - LB2 Enterprises, Inc.
Title

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

County Attorney –



CONTRACTOR NAME: LB2 Enterprises, Inc.	VENDOR CODE: VC0000124047	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

The basic requirements for the Head US Masters Swimming Coach (CONTRACTOR) are as follows:

The CONTRACTOR shall provide these services during the term of this contract 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 training swimmers in preparation for competitive fitness and open water swimming events. CONTRACTOR will be responsible for organizing and supervising a USMS program in accordance with USMS standards and the approved USMS rule book. CONTRACTOR is responsible for daily training. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for ages 18 and over and all skill levels.

Immediately upon arrival at North County Aquatic Complex ("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 practice, swim meet or any other special event 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 occur 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 will be certified in American Red Cross Safety Training for Swim Coaches; First Aid; CPR (equivalent or higher training) and a first aid kit will be made available at all times. CONTRACTOR will 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.

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 team 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 the USA Swimming and US Masters Swimming scheduled practices or approved activities.

CONTRACTOR NAME: LB2 Enterprises, Inc.	VENDOR CODE: VC0000124047	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

CONTRACTOR will provide copies of any literature pertaining to the USMS swim team to the Facility Manager and obtain approval from the Facility Manager for all activities at the facility other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

CONTRACTOR will provide the Facility Manager a monthly list with registered US Masters swimmers containing the following information: first name; last name; age and sex. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide Facility Manager with daily attendance figures for each month on the last day of each month.

CONTRACTOR will secure necessary timers, meet officials and volunteers for the set up, running, take down and clean up for all swim meets hosted by the USA Swimming and/or US Masters teams. CONTRACTOR will be responsible for providing volunteers/staff to take care of the restrooms and trash during swim meets.

B. Use of Premises

The Facility, when permitted by the COUNTY for the CONTRACTOR for the US Masters competitive swimming 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, submit to the Facility Manager quarterly, proposed pool needs and activity schedules. The Facility manager will review said schedule and after considering the needs of the general public and other program offerings at the Facility make reasonable changes thereto, or agree to the schedule as proposed.

Ensure proper use and care of 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. The CONTRACTOR shall open the Facility each morning in conjunction with scheduled Facility staff for the US Masters swimming program when utilizing the Facility prior to the Facility's opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening in conjunction with scheduled Facility staff if the program conclusion is after operational hours. The CONTRACTOR shall assist Facility staff in the removal and replacement of pool covers when the pool covers are in use. The CONTRACTOR shall assist Facility staff with lane lines if they are required to be changed from long course to short course and/or short course to long course.

CONTRACTOR will inform the Facility Manager immediately via e-mail, telephone or in person of any equipment malfunction or failure.

CONTRACTOR will recognize and abide by the terms of any Agreements between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities.

CONTRACTOR NAME: LB2 Enterprises, Inc.	VENDOR CODE: VC0000124047	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

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 Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

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

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 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.

MATERIALS USED

Lane Lines, Time Clock, Kick Boards, Pull Buoys

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

☐ Yes

☒ No

CONTRACTOR NAME: LB2 Enterprises, Inc.	VENDOR CODE: VC0000124047	CONTRACT NUMBER:
---	------------------------------	------------------

EXHIBIT "A"
Scope of Service

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

CONTRACTOR: LB2 Enterprises, Inc.

Linda Bostic
SIGNATURE

Linda Bostic
NAME (TYPE OR PRINT)

Head Coach
TITLE (TYPE OR PRINT)

SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

North County Facility Manager – Phil Galfano
PGalfano@pbcgov.org
Office: (561) 745-0241
Cell: (561) 401-6129

Aquatic Programs Coordinator – Fawna Gallant
Office: (561) 966-6632

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

Aquatics Division Director - Dave Lill
Office: (561) 966-6630

CONTRACTOR NAME: LB2 Enterprises, Inc.	VENDOR CODE: VC0000124047	DOCUMENT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "B"

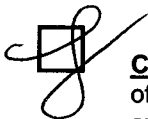
Insurance Requirements

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

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

☐

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



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

☐

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

☐

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

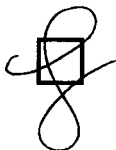
☐

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

CONTRACTOR NAME: LB2 Enterprises, Inc.	VENDOR CODE: VC0000124047	DOCUMENT NUMBER:
---	------------------------------	------------------

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY)
05/24/2013

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).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/ C, No. Ext): 800-822-7370 | FAX (A/ C, No): 803-256-4017
E- MAIL ADDRESS: instructor@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
Linda Bostic
DBA LB2 Enterprises, Inc.
115 Still Lake Dr.
Jupiter, FL 33458

Application ID: 80567
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nationwide Mutual Insurance Company	
INSURER B:		
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	GENERAL LIABILITY <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		RPG53591	12:01AM ET 05/26/2013	12:01AM ET 05/26/2015	EACH OCCURRENCE	\$1,000,000							
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000							
							MEDICAL EXP (Any one person)	\$5,000							
							PERSONAL & ADV INJURY	\$1,000,000							
							GENERAL AGGREGATE	\$5,000,000							
							PRODUCTS- COMP/ OP AGG	\$1,000,000							
							PROFESSIONAL LIABILITY	\$1,000,000							
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000							
								AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea Accident)	
														BODILY INJURY (Per person)	
BODILY INJURY (Per accident)															
PROPERTY DAMAGE (Per accident)															
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE								
							AGGREGATE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/ N <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 EOMLOYEE								
							E.L. DISEASE - POLICY LIMIT								
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL								
							EXCESS MEDICAL								

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

RE: Sports Instruction Conducted at Locations Not Owned/ Operated by Instructor Swimming, PROFESSIONAL LIABILITY

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.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

Palm Beach County Board of County Commissioners
2700 6th Ave. So.
Lake Worth, FL 33461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Smiley

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5303 -472402		VC0000107300	
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 09/09/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Caroline Ann Karolinko, 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 US Synchronized Swimming 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:

- Term:** This Agreement is effective October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.
- Fees and Charges:** The fee charged to participate in this activity is \$ 35.00 to 90.00 per month. 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 Thirty-Two Thousand dollars (\$ 32,000.00).
 - Payments to CONTRACTOR will be \$ _____ per n/a
(paid participant / class / lesson)
- OR
- 80 % 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: Caroline Ann Karolinko
- b. Type of service / Name of activity: US Synchronized Swimming Program
- c. Day(s)/Date(s) Scheduled: Monday - Saturday
- d. Time Scheduled: Mon, Wed, & Thurs 5:30 - 7:30 pm; Tues & Fri 5:30 - 7:00 pm; Sat 9:00 am - 1:00 pm
- e. Activity area / Location: Aqua Crest Pool, 2503 Seacrest Blvd., Delray Beach, FL 33444
- f. A minimum of 12 and a maximum of 60 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: Alessandra Caliendo, Acting Facility Manager I Phone Number: (561) 274-7104

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: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

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

Caroline Ann Karolinko
6293 Country Fair Circle
Boynton Beach, FL 33437
Phone: 561-364-8268; Cell 561-706-7880; Email: synchro48@aol.com

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.

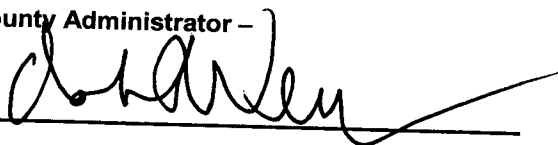
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

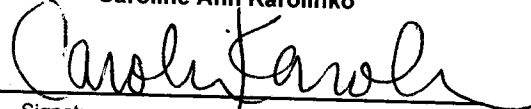
**In The Event Contract Amount
Is Equal To Or Exceeds \$10,000.00:**

County Administrator – 

WITNESS –


Signature
Alessandra L. Caliendo
Print

CONTRACTOR –

Caroline Ann Karolinko
By: 
Signature
Caroline Karolinko
Print
8/28/14
Title

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

County Attorney –



CONTRACTOR NAME: Caroline Ann Karolinko	VENDOR CODE: VC0000107300	CONTRACT NUMBER:
---	-------------------------------------	-------------------------

EXHIBIT "A"
Scope of Service

The basic requirements for the US Synchronized Swimming Head Coach (CONTRACTOR) are as follows:

The CONTRACTOR shall provide these services during the term of this contract 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 training swimmers in preparation for competitive synchronized swimming events. CONTRACTOR is responsible for organizing and supervising a US Synchronized Swimming (USSS) program in accordance with USSS standards and the approved USSS rule book. CONTRACTOR is responsible for daily training. Participants will be supervised during a variety of exercises, swimming drills and instructional sessions.

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

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

Immediately upon arrival at 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 practice, swim meet or any other special event 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 will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatic 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 injury or accidents is minimized. During Facility operational hours, program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Coaches; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

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

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

CONTRACTOR NAME: Caroline Ann Karolinko	VENDOR CODE: VC0000107300	CONTRACT NUMBER:
---	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

the team 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 the USA Swimming and US Masters Swimming scheduled practices or approved activities.

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

CONTRACTOR will provide copies of newsletters, calendars and handbooks to the Facility Manager and obtain approval from the facility manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide the Facility Manager a monthly list with registered US Synchronized Swimming members containing the following information: first name; last name; age; sex; skill group they are assigned and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the Facility Manager on the first of each month.

CONTRACTOR will provide Facility Manager with daily attendance figures for each month on the first of each month.

CONTRACTOR will secure necessary timers, meet officials and volunteers for the set up, running, take down and clean up for all swim meets hosted by the USA Swimming and/or US Masters teams. CONTRACTOR will be responsible for providing volunteers/staff to take care of the restrooms and trash during swim meets.

CONTRACTOR will recognize and abide by the terms of any Agreements between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities.

B. Use of Premises

The Facility, when permitted by the COUNTY for the CONTRACTOR for the US Synchronized Swimming 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 areas that have been allocated for the Synchronized Swimming program. The CONTRACTOR shall open the Facility each morning in conjunction with scheduled Facility staff for the Synchronized Swimming program when utilizing the Facility prior to the Facility's opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening in conjunction with scheduled Facility staff if the program conclusion is after operational hours. The

CONTRACTOR NAME: Caroline Ann Karolinko	VENDOR CODE: VC0000107300	CONTRACT NUMBER:
---	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

CONTRACTOR shall assist Facility staff in the removal and replacement of pool covers when the pool covers are in use.

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 Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

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

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 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 rate 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 services; there will be no advanced payment of services.

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

CONTRACTOR NAME: Caroline Ann Karolinko	VENDOR CODE: VC0000107300	CONTRACT NUMBER:
--	------------------------------	------------------

EXHIBIT "A"
Scope of Service

MATERIALS USED

Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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

CONTRACTOR: Caroline Ann Karolinko

Caroline Ann Karolinko
SIGNATURE

<u>Caroline Ann Karolinko</u> NAME (TYPE OR PRINT)	<u>Head Coach</u> TITLE (TYPE OR PRINT)
---	--

Scope of Services

Attachment A

AQUATIC CHAIN OF COMMAND

Aqua Crest Pool Acting Facility Manager I – Alessandra Caliendo
acaliendo@pbcgov.org
Office: (561) 278-7174

Aquatic Programs Coordinator – Fawna Gallant
Office: (561) 966-6632

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

Aquatics Division Director - Dave Lill
Office: (561) 966-6630

CONTRACTOR NAME: Caroline Ann Karolinko	VENDOR CODE: VC0000107300	CONTRACT NUMBER:
---	-------------------------------------	-------------------------

EXHIBIT "B"

Insurance Requirements

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

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

☐

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



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

☐

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

☐

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

☐

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

CONTRACTOR NAME: Caroline Ann Karolinko	VENDOR CODE: VC0000107300	CONTRACT NUMBER:
--	------------------------------	------------------

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.

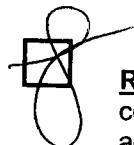


Certificates of Insurance: Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR 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)
9/27/2013

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).

PRODUCER Loomis & LaPann Inc 18 Exchange St P O Box 2158 Glens Falls NY 12801		CONTACT NAME: Karen Boller PHONE (A/C No. Ext): (518) 792-6561 E-MAIL ADDRESS: kboller@loomislapann.com FAX (A/C No.): (518) 792-3426	
INSURED US Synchronized Swimming Inc And Its Member Clubs 132 E Washington St, Suite 820 Indianapolis IN 46204		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1392707201 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	43924538-05	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					GENERAL AGGREGATE \$ 5,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						WC STATU-TORY LIMITS
						OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured.
Caroline Ann Karolinko and the Palm Beach Coralytes are members in good standing with US Synchronized Swimming and as a member they are covered under the liability policy for all supervised and/or sanctioned activities approved by the named insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 6th Avenue South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gregory Joly/KEVJ
--	--

ACORD 25 (2010/05)
INS025 (201005) 01

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5303 -472402		VC0000142379	
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 09/09/14, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Patricia Ann Fisher, 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 Water Exercise, 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 October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.
2. **Fees and Charges:** The fee charged to participate in this activity is \$ 4.00 or \$30.00 per class or 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:**
 - a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Nine thousand dollars (\$ 9,000.00).
 - b. Payments to CONTRACTOR will be \$ _____ per n/a
(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: Patricia Ann Fisher
- b. Type of service / Name of activity: Water Aerobics / Exercise
- c. Day(s)/Date(s) Scheduled: Tuesday & Thursday evening, Saturday morning
- d. Time Scheduled: Tuesday & Thursday 6-7 pm, Saturday 9-10 am
- e. Activity area / Location: Aqua Crest Pool, 2503 Seacrest Blvd., Delray Beach, FL 33444
- f. A minimum of 5 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: Alessandra Caliendo, Acting Facility Manager I

Phone Number: (561) 278-7104

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: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

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

Patricia Ann Fisher
901 SW 35th Avenue
Boynton Beach, FL 33435
Phone: 561-685-6320

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.

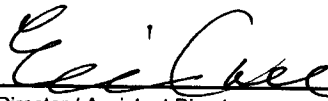
Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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.

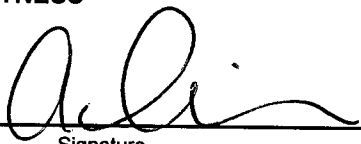
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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

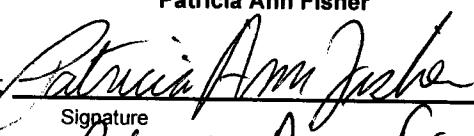
**In The Event Contract Amount
Is Equal To Or Exceeds \$10,000.00:**

County Administrator –

WITNESS –

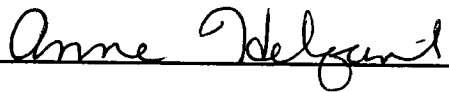

Signature
Alessandra L. Caliendo
Print

CONTRACTOR –

Patricia Ann Fisher
By: 
Signature
Patricia Ann Fisher
Print
Instructor
Title

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

County Attorney –



CONTRACTOR NAME: Patricia Ann Fisher	VENDOR CODE: VC0000142379	CONTRACT NUMBER: 2025
--	-------------------------------------	---------------------------------

EXHIBIT "A"

Scope of Service

The basic requirements for the Water Fitness Instructor (CONTRACTOR) are as follows:

The CONTRACTOR shall provide these services during the term of this contract 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 the programs for Water Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

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

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

Immediately upon arrival at 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 practice, swim meet or any other special event 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 will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone class sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the Facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatic 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 injury or accidents is minimized. Program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in Aquatic Exercise; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

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

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

CONTRACTOR NAME: Patricia Ann Fisher	VENDOR CODE: VC0000142379	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

CONTRACTOR will provide copies of newsletters, calendars and handbooks to the Facility Manager and obtain approval from the Facility Manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide Facility Manager with daily attendance figures after each class.

CONTRACTOR will recognize and abide by the terms of any Agreements between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities.

B. Use of Premises

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

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

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

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

CONTRACTOR will inform the Facility Manager immediately 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 Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. Approval shall not be granted for new personnel until the successful

CONTRACTOR NAME: Patricia Ann Fisher	VENDOR CODE: VC0000142379	CONTRACT NUMBER:
---	------------------------------	------------------

EXHIBIT "A"
Scope of Service

completion of the required background screening.

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 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 rate 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 services; there will be no advanced payment of services.

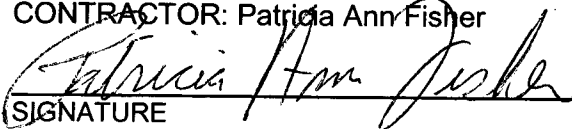
F. The County will provide IRS form 1099 (Miscellaneous Non-Employee Compensation) to the Contractor.

MATERIALS USED

Coast guard approved personal floatation devices, kickboards, goggles and buoyant aquatic equipment.

Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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

CONTRACTOR: Patricia Ann Fisher


SIGNATURE

Patricia Ann Fisher
NAME (TYPE OR PRINT)

Water Aerobics Instructor
TITLE (TYPE OR PRINT)

Scope of Services

Attachment A

AQUATIC CHAIN OF COMMAND

Aqua Crest Pool Acting Facility Manager I – Alessandra Caliendo

acaliendo@pbcgov.org

Office: (561) 278-7174

Aquatic Programs Coordinator – Fawna Gallant

Office: (561) 966-6632

Aquatics Supervisor – Laurie Schobelock

Office: (561) 966-6629

Aquatics Division Director - Dave Lill

Office: (561) 966-6630

CONTRACTOR NAME: Patricia Ann Fisher	VENDOR CODE: VC0000142379	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "B"

Insurance Requirements

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

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

☐

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



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

☐

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

☐

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

☐

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

CONTRACTOR NAME:
Patricia Ann Fisher

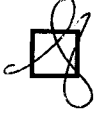
VENDOR CODE:
VC0000142379

CONTRACT NUMBER:

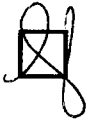
EXHIBIT "B" Insurance Requirements



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.

ACORD-

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2014

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).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/C, No. Ext): 800-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: instructor@sadlersports.com PRODUCER CUSTOMER ID#:
--	--

INSURED Patricia Fisher DBA 901 SW 35th Ave. Boynton Beach, FL 33435 Application ID: 93479 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D:
--	---

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

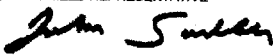
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	GENERAL LIABILITY <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		RPG53590	12:01AM ET 11/18/2013	12:01AM ET 11/18/2014	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MEDICAL EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS- COMP/ OP AGG \$500,000 PROFESSIONAL LIABILITY \$500,000 LEGAL LIAB TO PARTICIPANTS \$500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER Y/N 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 EOMLOYEE E.L. DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

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

RE: Aquatic Exercise, (CERTIFIED)
PROFESSIONAL LIABILITY \$500,000

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.

CERTIFICATE HOLDER RELATIONSHIP: Property Owner/ Lessor Palm Beach County- Board of County Commissioners 27006th Ave. South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Coverage is only extended to U.S. events and activities

NOTICE TO TEXAS INSURED: 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)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN PALM BEACH COUNTY AND
DENNIS G. MOBLEY**

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 09/17/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY" and Dennis G. Mobley, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on June 24, 2014, COUNTY and CONTRACTOR entered into an Agreement (R2014-1204) for the provision of providing Soul Line Dancing instruction at Westgate Recreation Center; and

WHEREAS, the Soul Line Dancing program was scheduled to begin on July 2, 2014, and end on August 20, 2014; and

WHEREAS, the Soul Line Dancing program at Westgate Recreation Center began its eight week program one week later than anticipated; and

WHEREAS, the Soul Line Dancing program at Westgate Recreation Center began on July 9, 2014 and extended beyond the original program end date of August 20, 2014; and

WHEREAS, both parties desire to amend the Agreement.

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

1. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following: "This Agreement is effective July 9, 2014 and will terminate August 27, 2014, and is not subject to extension or renewal."
2. Section 4.c. of the Agreement is hereby deleted in its entirety and replaced with the following: "Day(s)/Date(s) Scheduled: Wednesdays; 7/9, 7/16, 7/23, 7/30, 8/6, 8/13, 8/20 and 8/27."
3. Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with Exhibit "A1".
4. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

WITNESS

Lee B. Powell
Signature

Lee B. Powell
Name (Please Type or Print)

CONTRACTOR – DENNIS G. MOBLEY

Dennis G. Mobley
Contractor Signature

Dennis G. Mobley
Name (Please Type or Print)

INSTRUCTOR
Title (Please Type or Print)

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

Eric Lee
Director/Assistant Director
Palm Beach County Parks and Recreation Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Anne Helgand
County Attorney

CONTRACTOR NAME: Dennis G. Mobley	VENDOR CODE: VC0000124572	DOCUMENT NUMBER: KPO 580 063014*457
--------------------------------------	------------------------------	--

EXHIBIT "A1"

Scope of Service

SCOPE OF SERVICE	
<p>Dennis Mobley will be teaching Soul Line Dancing to Adults on Wednesday nights at Westgate Park and Recreation Center. Classes will start on Wednesday, July 9, 2014 through Wednesday, August 27, 2014 from 6:30 p.m. - 8:00 p.m.</p>	
MATERIALS PROVIDED BY COUNTY	
<p>Boom Box CDs I-Pod</p>	
<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: Dennis G. Mobley

SIGNATURE

NAME (TYPE OR PRINT)

TITLE (TYPE OR PRINT)

DIVISION: RECREATION SERVICES		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5204 -4721.09		VS00000785	
EXPENSE ACCOUNT: 0001-580- 5204 -3422			
M/C: SS	PS: <u>08</u>		DD: KB

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 09/17/2014, 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 Hip Hop Dance, 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 October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.

2. **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 One-thousand eighty dollars (\$ 1,080.00).

b. Payments to CONTRACTOR will be \$ 30.00 per class
(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: Anastasia Scruggs
- b. Type of service / Name of activity: Dance class
- c. Day(s)/Date(s) Scheduled: Monday - Sunday
- d. Time Scheduled: 7:00 am - 11:30 pm
- e. Activity area / Location: CMAA Therapeutic Recreation Complex and Community Locations
- f. A minimum of 4 and a maximum of 16 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: Stacy Staebell

Phone Number: (561) 966-7021

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: Stacy Staebell

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

(561) 246-2217 / (561) 313-9208

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.

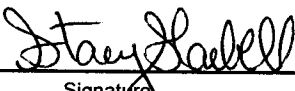
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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

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

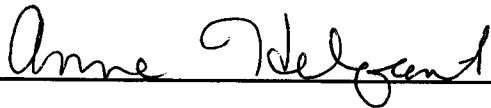
County Administrator –

WITNESS –


Signature
Stacy Staebell
Print

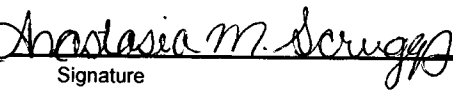
**APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

County Attorney –



CONTRACTOR –

Anastasia Scruggs

By: 
Signature
Anastasia Scruggs
Print
Dance Instructor
Title

CONTRACTOR NAME: Anastasia Scruggs	VENDOR CODE: VS00000785	DOCUMENT NUMBER:
---------------------------------------	----------------------------	------------------

EXHIBIT "A"
Scope of Service

SCOPE OF SERVICE A dance class will be conducted by a dance instructor. The instructor will teach the students different techniques of dancing. The instructor will help instruct students on how to create a dance routine by learning dance steps. Skills to be taught include: how to count each dance step and incorporate the steps into a dance routine. The students will perform a dance routine using the steps that were taught in the class.	
MATERIALS PROVIDED BY COUNTY Equipment: CD player.	
Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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

CONTRACTOR: Anastasia Scruggs

Anastasia M. Scruggs
SIGNATURE

Anastasia Scruggs
NAME (TYPE OR PRINT)

Dance Instructor
TITLE (TYPE OR PRINT)

CONTRACTOR NAME: Anastasia Scruggs	VENDOR CODE: VS00000785	DOCUMENT NUMBER:
---------------------------------------	----------------------------	------------------

EXHIBIT "B"

Insurance Requirements

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

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



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



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



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



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



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

CONTRACTOR NAME: Anastasia Scruggs	VENDOR CODE: VS00000785	DOCUMENT NUMBER:
---------------------------------------	----------------------------	------------------

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: Stacy Staebell

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.

DIVISION: AQUATICS		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5305 -472406		VS0000000458	
EXPENSE ACCOUNT: 0001-580- 5305 -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 09/17/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Nancy Kelly, 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 Water Exercise, 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 October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.
2. **Fees and Charges:** The fee charged to participate in this activity is \$ 4.00 or \$30.00 per class or 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:**
- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Four thousand seven hundred dollars (\$ 4,700.00).
- b. Payments to CONTRACTOR will be \$ _____ per n/a
(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: Nancy Kelly
- b. Type of service / Name of activity: Water Aerobics / Exercise
- c. Day(s)/Date(s) Scheduled: Tuesday and Thursday
- d. Time Scheduled: 6:00 - 7:00 pm
- e. Activity area / Location: North County Aquatic Complex, 861 Toney Penna Drive, Jupiter, FL 33458
- 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: Phil Galfano, Facility Manager I

Phone Number: (561) 745-0241

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: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

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

Nancy Kelly
6294 Michael Street
Jupiter, FL 33458
Phone: 561-379-9228 / Email: nlk50@aol.com

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

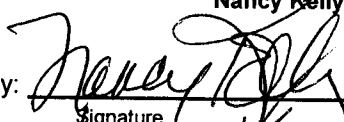
**In The Event Contract Amount
Is Equal To Or Exceeds \$10,000.00:**

County Administrator –

WITNESS –

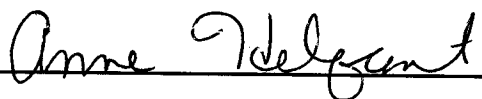

Signature
Melissa Duralia
Print

CONTRACTOR –

Nancy Kelly
By: 
Signature
NANCY KELLY
Print
WATER AEROBICS INSTRUCTOR
Title

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

County Attorney –



CONTRACTOR NAME: Nancy Kelly	VENDOR CODE: VS0000000458	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

The basic requirements for the Water Fitness Instructor (CONTRACTOR) are as follows:

The CONTRACTOR shall provide these services during the term of this contract 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 the programs for Water Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

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

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

Immediately upon arrival at North County Aquatic Complex ("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 practice, swim meet or any other special event 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 will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone class sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the Facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatic 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 injury or accidents is minimized. Program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in Aquatic Exercise; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

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

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

CONTRACTOR NAME: Nancy Kelly	VENDOR CODE: VS0000000458	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

CONTRACTOR will provide copies of newsletters, calendars and handbooks to the Facility Manager and obtain approval from the Facility Manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide Facility Manager with daily attendance figures after each class.

CONTRACTOR will recognize and abide by the terms of any Agreements between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities.

B. Use of Premises

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

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

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

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

CONTRACTOR will inform the Facility Manager immediately 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 Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. Approval shall not be granted for new personnel until the successful

CONTRACTOR NAME: Nancy Kelly	VENDOR CODE: VS0000000458	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

- completion of the required background screening.
- 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 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 rate 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 services; there will be no advanced payment of services.
- F. The County will provide IRS form 1099 (Miscellaneous Non-Employee Compensation) to the Contractor.

MATERIALS USED

Coast guard approved personal floatation devices, kickboards, goggles and buoyant aquatic equipment.

Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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

CONTRACTOR: Nancy Kelly

SIGNATURE

Nancy Kelly
NAME (TYPE OR PRINT)

Water Aerobics Instructor
TITLE (TYPE OR PRINT)

SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

North County Facility Manager – Phil Galfano
PGalfano@pbcgov.org
Office: (561) 745-0241
Cell: (561) 401-6129

Aquatic Programs Coordinator – Fawna Gallant
Office: (561) 966-6632

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

Aquatics Division Director - Dave Lill
Office: (561) 966-6630

CONTRACTOR NAME: Nancy Kelly	VENDOR CODE: VS0000000458	CONTRACT NUMBER:
---------------------------------	------------------------------	------------------

EXHIBIT "B"

Insurance Requirements

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

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

☐

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



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

☐

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

☐

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

☐

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

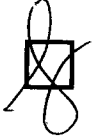
CONTRACTOR NAME: Nancy Kelly	VENDOR CODE: VS0000000458	CONTRACT NUMBER:
--	-------------------------------------	-------------------------

EXHIBIT "B"

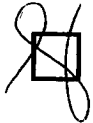
Insurance Requirements



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."

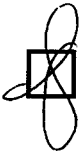


Waiver of Subrogation: CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without 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.

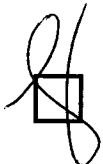


Certificates of Insurance: Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR 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 DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER InterWest Insurance Services License #0B01094 P.O. Box 8110 Chico, CA 95927-8110 ACE Program		Phone: 530-895-1010 Fax: 530-895-1313	CONTACT NAME: Bobbie Beeny PHONE (A/C, No, Ext): 530-895-1010 E-MAIL ADDRESS: bbeeny@iwins.com PRODUCER CUSTOMER ID #: KELLNA1	FAX (A/C, No): 530-895-1313
INSURED Nancy L. Kelly 6294 Michaels St Jupiter, FL 33458		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ind. Ins. Co. NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

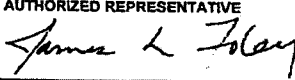
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK576912	02/11/13	02/11/15	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Prof Liability			PER FORM PIHF1 11/95			MED EXP (Any one person) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						
	DEDUCTIBLE						EACH OCCURRENCE \$
	RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
A	Abuse/Molestation			PHPK576912	02/11/13	02/11/15	E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Each Occ 100,000
							Aggregate 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is added as additional insured but only with respect to the operations of the named insured except that liability resulting from the additional insureds sole negligence. See attached CG2026 07 04.

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners Palm Beach County 2700 6th Ave South Lake Worth, FL 33461	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 
--	---

DIVISION: AQUATICS		VENDOR CODE:		DOCUMENT NUMBER:	
REVENUE ACCOUNT: 0001-580- 5305 -472406		VANC0006			
EXPENSE ACCOUNT: 0001-580- 5305 -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 09/18/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Stephen VanCoppennolle, 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 Water Exercise, 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 October 1, 2014, and will terminate September 30, 2015, and is not subject to extension or renewal.
2. **Fees and Charges:** The fee charged to participate in this activity is \$ 4.00 or \$30.00 per class or 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:**
 - a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Eight Thousand dollars (\$ 8,000.00).
 - b. Payments to CONTRACTOR will be \$ _____ per n/a
(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: Stephen VanCoppennolle
- b. Type of service / Name of activity: Water Aerobics / Exercise
- c. Day(s)/Date(s) Scheduled: Saturday
- d. Time Scheduled: 10:00 - 11:00 am
- e. Activity area / Location: North County Aquatic Complex, 861 Toney Penna Drive, Jupiter, FL 33458
- f. A minimum of 5 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: Phil Galfano, Facility Manager I

Phone Number: (561) 745-0241

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: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

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

Stephen VanCoppenolle

113 Bent Tree Drive

Palm Beach Gardens, FL 33418

Phone: 561-626-0739

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.

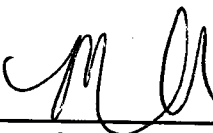
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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

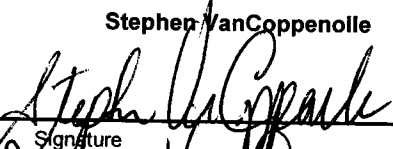
**In The Event Contract Amount
Is Equal To Or Exceeds \$10,000.00:**

County Administrator –

WITNESS –


Signature
Melissa Duralia
Print

CONTRACTOR –

Stephen VanCoppennolle
By: 
Signature
Stephen VanCoppennolle
Print
WATER exercise instructor
Title

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

County Attorney –



CONTRACTOR NAME: Stephen VanCoppennolle	VENDOR CODE: VANC0006	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

The basic requirements for the Water Fitness Instructor (CONTRACTOR) are as follows:

The CONTRACTOR shall provide these services during the term of this contract 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 the programs for Water Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

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

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

Immediately upon arrival at North County Aquatic Complex ("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 practice, swim meet or any other special event 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 will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone class sessions when conditions are unsafe.

CONTRACTOR shall follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the Facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatic 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 injury or accidents is minimized. Program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in Aquatic Exercise; First Aid/CPR (equivalent or higher training) and must have a first aid kit available at all times.

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

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

CONTRACTOR NAME: Stephen VanCopenolle	VENDOR CODE: VANC0006	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

CONTRACTOR will provide copies of newsletters, calendars and handbooks to the Facility Manager and obtain approval from the Facility Manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide Facility Manager with daily attendance figures after each class.

CONTRACTOR will recognize and abide by the terms of any Agreements between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities.

B. Use of Premises

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

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

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

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

CONTRACTOR will inform the Facility Manager immediately 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 Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. Approval shall not be granted for new personnel until the successful

CONTRACTOR NAME: Stephen VanCoppennolle	VENDOR CODE: VANC0006	CONTRACT NUMBER:
--	--------------------------	------------------

EXHIBIT "A"
Scope of Service

completion of the required background screening.

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 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 rate 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 services; there will be no advanced payment of services.

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

MATERIALS USED

Coast guard approved personal floatation devices, kickboards, goggles and buoyant aquatic equipment.

Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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

CONTRACTOR: Stephen VanCoppennolle

SIGNATURE

Stephen VanCoppennolle

NAME (TYPE OR PRINT)

Water Aerobics Instructor

TITLE (TYPE OR PRINT)

SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

North County Facility Manager – Phil Galfano
PGalfano@pbcgov.org
Office: (561) 745-0241
Cell: (561) 401-6129

Aquatic Programs Coordinator – Fawna Gallant
Office: (561) 966-6632

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

Aquatics Division Director - Dave Lill
Office: (561) 966-6630

CONTRACTOR NAME: Stephen VanCoppennolle	VENDOR CODE: VANC0006	CONTRACT NUMBER:
---	---------------------------------	-------------------------

EXHIBIT "B"

Insurance Requirements

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

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

☐

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



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

☐

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

☐

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

☐

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

CONTRACTOR NAME: Stephen VanCoppenolle	VENDOR CODE: VANC0006	CONTRACT NUMBER:
--	---------------------------------	-------------------------

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)
07/23/2014

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).

PRODUCER Sports & Fitness Insurance Corporation Post Office Box 1967 Madison MS 39130		CONTACT NAME: WEB-PT PHONE (A/C, No, Ext): (800) 844-0536 FAX (A/C, No): 601-853-6141 E-MAIL ADDRESS: olivia@sportsfitness.com	
INSURED Stephen VanCopenolle 1230 12th Court Jupiter FL 33477		INSURER(S) AFFORDING COVERAGE INSURER A: General Insurance Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24732	

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional			LPF-9621040E	09/01/2014 / 09/01/2015	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is additional insured.
Part time substitute contractor (5 hours or less per week)

CERTIFICATE HOLDER

CANCELLATION

Board Of County Commissioners
Palm Beach County
2700 Sixth Avenue South
Lake Worth FL 33461

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

Sydney A. Simpson

DIVISION: RECREATION SERVICES		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5233 -4721-09		VC0000141161	
EXPENSE ACCOUNT: 0001-580- 5233 -3422			
M/C: DIV	PS: D		DD: RD

**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 09/18/2014, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and DMC Healthcare Consulting, LLC, 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 Cardio Boot Camp Blast, 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 October 2, 2014, and will terminate September 29, 2015, and is not subject to extension or renewal.

2. **Fees and Charges:** The fee charged to participate in this activity is \$ 5.00 (drop -in) 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 six thousand and forty eight dollars (\$ 6,048.00).

b. 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: Gary S. Colton
- b. Type of service / Name of activity: Cardio Boot Camp Blast
- c. Day(s)/Date(s) Scheduled: Tuesdays, Thursdays and Saturdays
- d. Time Scheduled: Tuesdays and Thursdays 6:00p.m-7:00p.m and Saturdays 9:00a.m-10:00a.m
- e. Activity area / Location: West Jupiter Recreation Center Gymnasium/ Classroom/Outside Basketball Courts
- f. A minimum of 6 and a maximum of 12 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: Renata Watson

Phone Number: (561) 694-5431

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: Renata Watson

2700 6th Avenue South

Lake Worth, Florida 33461

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

DMC Healthcare Consulting, LLC

160 Umbrella Place

Jupiter, FL 33458

609-647-1150

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.

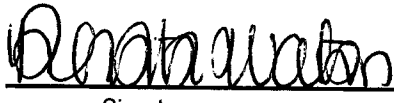
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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
Benatchi Watson
Print

CONTRACTOR –

DMC Healthcare Consulting, LLC

By: 
Signature
Gary S. Colton
Print
Managing Member
Title

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


County Attorney –



CONTRACTOR NAME: DMC Healthcare Consulting, LLC	VENDOR CODE: VC0000141161	DOCUMENT NUMBER:
--	------------------------------	------------------

EXHIBIT "A"
Scope of Service

SCOPE OF SERVICE A one hour class to help lose weight, have the opportunity to get fit through cardiovascular drills and strength training designed to burn fat and calories.	
MATERIALS PROVIDED BY COUNTY Equipment use: Exercise steps, free weights, yoga mats, thera-bands, cd player, music and jump ropes.	
Are participants being transported as part of the Scope of Service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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

CONTRACTOR:	DMC Healthcare Consulting, LLC
SIGNATURE	
NAME (TYPE OR PRINT)	Gary S. Colton
TITLE (TYPE OR PRINT)	Managing Member

CONTRACTOR NAME: DMC Healthcare Consulting, LLC	VENDOR CODE: VC0000141161	DOCUMENT NUMBER:
--	------------------------------	------------------

EXHIBIT "B"

Insurance Requirements

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

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

☐

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

☒

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

☐

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

☐

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

☐

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

CONTRACTOR NAME: DMC Healthcare Consulting, LLC	VENDOR CODE: VC0000141161	DOCUMENT NUMBER:
--	------------------------------	------------------

EXHIBIT "B"

Insurance Requirements

RW

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."

RW

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.

RW

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: Renata Watson
2700 Sixth Avenue South
Lake Worth, Florida 33461

RW

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.

RW

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.

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

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

PRODUCER 99996 / Health & Fitness Direct A Division of Markel Service Incorporated 4600 Cox Road Glen Allen, VA 23060	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED DMC Healthcare Consulting, LLC Attn: Gary Colton 160 Umbrella Place Jupiter, FL 33458	INSURER A: MARKEL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>	3602HF397748-1	09-22-2014	09-22-2015	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 3,000,000																				
PRODUCTS - COMP/OP AGG	\$ 1,000,000																				
	\$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>				<table><tr><td><input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER																					
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
		<input type="checkbox"/>	<input type="checkbox"/>																		

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

Additional insured for Professional Liability personal trainer/fitness instructor coverage for instruction at West Jupiter Recreation Center

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commission 2700 6th Avenue South Lake Worth, FL 33461	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 Bruce A. Kay RNB 10
--	---

DIVISION: RECREATION SERVICES		VENDOR CODE:	DOCUMENT NUMBER:
REVENUE ACCOUNT: 0001-580- 5252 -472109		GOLD0129	
EXPENSE ACCOUNT: 0001-580- 5252 -3422			
M/C: <u> </u>	PS: <u> </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 09/18/2014, 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 Tiny Tot Tumbling, 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 October 2, 2014, and will terminate September 25, 2015, and is not subject to extension or renewal.

2. **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 Four Thousand Three Hundred dollars (\$ 4,300.00).

b. 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: 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 2, 2014 - September 24, 2015
- d. Time Scheduled: 9:30 - 10:10am / 10:15 - 10:55am
- e. Activity area / Location: Gymnasium / West Boynton Recreation Center
- f. A minimum of 5 and a maximum of 12 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:

Gold Coast Gymnastics Inc
1420 Rupp Lane
Lake Worth, Fl. 33460

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:**

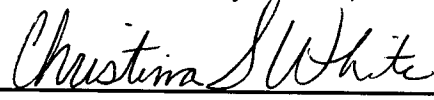
County Administrator –

WITNESS –


Signature
Jill A Rojas
Print

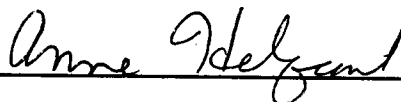
CONTRACTOR –

Gold Coast Gymnastics, Inc.

By: 
Signature
Christina S White
Print
V. pres
Title

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

County Attorney –

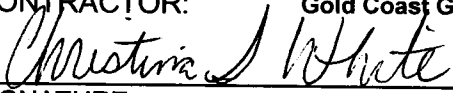
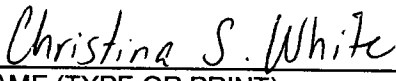
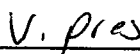


CONTRACTOR NAME: Gold Coast Gymnastics, Inc.	VENDOR CODE: GOLD0129	DOCUMENT NUMBER:
--	---------------------------------	-------------------------

EXHIBIT "A"

Scope of Service

SCOPE OF SERVICE
<p>Goldcoast Gymnastics will be providing a tumbling program at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, FL.</p> <p>The program will be offered from October 2014 through September 2015 and will consist of jumping, hopping, rolling, over/under movements and stretching for ages 18 months to 5 years. Parents may or may not participate with the student.</p> <p>A fee of \$80.00 is charged for eight classes per session, consisting of one class per week. There are four-eight week sessions per program year.</p>
MATERIALS PROVIDED BY COUNTY
<p>8 blue folding mats, 2 red folding panel mats, incline stairs, 5 section segmented tunnels, large and small octagons, large and small incline, 4 segmented trapezoid, safety ladder, balance beams, mini-trampoline, boards, indoor bounce house, pre-school bar, hula hoops, push cars, bean bags.</p>
<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: Gold Coast Gymnastics, Inc.	
<div style="text-align: center;">  _____ SIGNATURE </div> <div style="text-align: center; margin-top: 10px;">  _____ NAME (TYPE OR PRINT) </div>	<div style="text-align: center; margin-top: 10px;">  _____ TITLE (TYPE OR PRINT) </div>

CONTRACTOR NAME: Gold Coast Gymnastics, Inc.	VENDOR CODE: GOLD0129	DOCUMENT NUMBER:
--	---------------------------------	-------------------------

EXHIBIT "B"

Insurance Requirements

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

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

☐

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



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

☐

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

☐

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

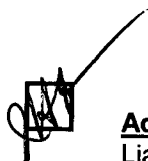
☐


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


CONTRACTOR NAME: Gold Coast Gymnastics, Inc.	VENDOR CODE: GOLD0129	DOCUMENT NUMBER:
--	---------------------------------	-------------------------

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:

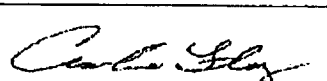
Palm Beach County Board of County Commissioners
C/O Parks and Recreation Department
Attn: Jim Henneman
2700 Sixth Avenue South
Lake Worth, Florida 33461

 **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 _{TV}		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/8/13	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Summit America Insurance Services PO Box 25936 Overland Park, KS 66225			CONTACT NAME: PHONE (AC, No, Ext): (913) 327-0200 FAX (AC, No): (913) 327-0201 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #		
INSURED Gold Coast Gymnastics Inc. 1420 Rupp Lane Lake Worth, FL 33460 A Member of the Sports, Leisure & Entertainment RPG			INSURER(S) AFFORDING COVERAGE		NAC #
			INSURER A: Nationwide Mutual Insurance Company		23787
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
			INSURER F:		

COVERAGES		CERTIFICATE NUMBER: 00001899		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	ADUL INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
				6B-MAS-53941-00	12:01 AM 11/8/2013	PERSONAL & ADV INJURY \$ 1,000,000
					12:01 AM 11/8/2014	GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PROFESSIONAL LIABILITY \$ 1,000,000
						LEGAL LIABILITY TO PARTICIPANTS \$ 1,000,000
						COMBINED SINGLE LIMIT (Ea Accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY					BODILY INJURY (Per person)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per accident)
	<input type="checkbox"/> ALL OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS			6B-MAS-53941-00	12:01 AM 11/8/2013	
	<input checked="" type="checkbox"/> HIRED AUTOS				12:01 AM 11/8/2014	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> Not provided while in Hawaii					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DEDUCTIBLE					
	RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y / H				E.L. EACH ACCIDENT
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS					PRIMARY MEDICAL NC
				6B-MAS-53941-00	12:01 AM 11/8/2013	EXCESS MEDICAL \$ 150,000
					12:01 AM 11/8/2014	

DESCRIPTION OF OPERATION S / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	
Location(s): 1420 Rupp Lane, Lake Worth, FL 33460 \$100,000 defense cost reimbursement for abuse/molestation claims is included	
Primary Business Operation: Gymnastics - Ancillary Activities as reported and approved by the carrier	
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured named above.	
CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of Commissioners 2700 6th Avenue South Lake Worth, FL 33461	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