

DOCUMENT ROUTING FORM

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3/18/13

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NAME OF DOCUMENT: EXTENSION AND AMENDMENT TO INSTRUCTOR AGREEMENT FOR JENNIFER GIBSON

Approved Comm. Mtg. on March 5, 2013

CAM #13-0272

ITEM: ☐ M - 5 ☐ PH - ☐ O - ☐ CR - ☐ RRouting Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHERAlso attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originalsBy: forwarded to:
Initials1.) Approved as to Content: [Signature]
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☒ NO
Capital Improvement Projects2.) Approved as to Funds Available: by [Signature] Date: 3.13.13
Finance DirectorAmount Required by Contract/Agreement \$ 50,150 Funding Source: general fund
Dept./Div. Parks & Rec Index/Sub-object 030603 Project # - 3213
PKR

3.) City Attorney's Office: Approved as to Form: # Originals to City Mgr. By:

Harry A. Stewart	_____	Cole Copertino	_____	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	<u>N</u>		

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward a copy of document to: Carolyn Bean, Parks & Rec☐ Original Route form to Glynis Burney

2013 MAR 13 AM 7:43
CITY ATTORNEY'S OFFICE
FLA. SUPREME COURT
CLERK'S OFFICE

3/16

EXTENSION AND AMENDMENT TO INSTRUCTOR AGREEMENT

THIS IS AN EXTENSION TO THE INSTRUCTOR AGREEMENT made and entered into this 16th day of March, 2013, by and between:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida, hereinafter referred to
as "City",

and

JENNIFER GIBSON, an individual, hereinafter referred
to as "Instructor",

WHEREAS, City and Instructor entered into a certain Instructor Agreement for Instructor to conduct competitive swim team programs at the Fort Lauderdale Aquatic Complex for an initial term of one (1) year beginning March 15, 2012 and ending March 14, 2013 ("Instructor Agreement"); and

WHEREAS, pursuant to Section 2.B. of the Instructor Agreement, the City has the option to extend the term of the Instructor Agreement for four additional one-year terms; and

WHEREAS, the parties desire to exercise the first extension option to extend the term of the Instructor Agreement for an additional one year term; and

WHEREAS, in light of Instructor's expertise and experience, the City has agreed to amend certain provisions of the agreement to increase Instructor's compensation; and

WHEREAS, pursuant to Motion, adopted at its meeting of March 5, 2013, the City Commission authorized the extension of the Instructor Agreement for an additional one year term with certain amendments; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Pursuant to Section 3 of the Instructor Agreement, the term of the Instructor Agreement is hereby extended for an additional one year term beginning March 15, 2013 and ending March 14, 2014.
3. That Section 2.A. of the Agreement is hereby amended as follows:

2. GENERAL CONDITIONS

A. COMPENSATION - INSTRUCTOR shall be compensated on a per diem basis for days worked as follows:

For scheduled practices, competitive events, including those requiring travel away from the Aquatic Complex, and all other regularly scheduled team programs:

~~\$120~~ 170 per day not to exceed 295 days annually.

Any days beyond 295 days must be approved in advance in writing by the DEPARTMENT.

Specialty clinics, private instruction and other approved programs will be compensated by commission, INSTRUCTOR shall receive a commission of 70% of all money collected by CITY, with the remaining 30% to be retained by the City.

INSTRUCTOR is required to submit all invoices and applicable backup for services rendered. Payment for all invoices submitted shall be received within 30 days from the date of submission.

...

4. All other terms and provisions of the original Instructor Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

Extension and Amendment to Instructor Agreement between City of Fort Lauderdale and Jennifer Gibson

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson
Jeanette A. Johnson
[Witness type/print name]

Alva L. Penedo
Alva L. Penedo
[Witness type/print name]

[Signature]
Mayor

[Signature]
City Manager

ATTEST:

(CORPORATE SEAL)

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

Extension and Amendment to Instructor Agreement between City of Fort Lauderdale and Jennifer Gibson

INSTRUCTOR

WITNESSES:

Laure Marchewski
LAURIE MARCHEWSKI
[Witness type/print name]

Jennifer Gibson

By: Jennifer Gibson

Jeff Stafford
JEFF STAFFORD
[Witness print/type name]

State of FLORIDA :
County of BROWARD :

The foregoing instrument was acknowledged before me this 26 day of February, 2013, by Jennifer Gibson. She is personally known to me or has produced as identification.

Marcia Meiners
Notary Public, State of FLORIDA
(Signature of Notary taking Acknowledgment)

Marcia Meiners
Name of Notary Typed, Printed or Stamped

My Commission Expires: Oct 13, 2013

Commission Number: DD 932837

