

Agenda Item #: **3.M.7.**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Independent Contractor Agreements received during the months of June and July.

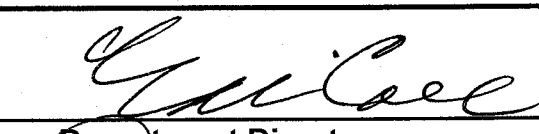
- A. Valerie Bell, Crafts & Woodworking Instructor, West Jupiter Recreation Center (BELL00820706524304A);
- B. Glass Productions, Summer Camp Special Event, West Boynton Recreation Center. (GLAS00170806524399A).

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 by the County Administrator/Director of the Parks and Recreation Department in accordance with Resolution R94-422, amended by Resolution R02-2103, and are now being submitted to the Board for receive and file. Countywide (AH)

Background and Justification: The Independent Contractor Agreements with recreation instructors and sports officials (Resolution R94-422, amended by Resolution R02-2103) was adopted by the Board to streamline the process of hiring recreation instructors and sports officials. The Board granted the Director of Parks and Recreation authority to execute Independent Contractor Agreements 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 of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board for receive and file.

Attachment: Independent Contractor Agreements (2)

Recommended by: _____


Department Director

8/16/06
Date

Approved by: _____


Assistant County Administrator

8/23/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>3,493</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>3,493</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 0001 Department 580 Unit 5243
Object 3422 Program N/A

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

	Contractor	FY2006	
		Revenue	Expense
A	Valerie Bell	0.00	893.00
B	Glass Productions	0.00	2,600.00
	Total	0.00	3,493.00

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Edizabell Plouffe 8/18/06
OFMB
8/18/06
B. Legal Sufficiency: ms 8/17/06
PM 8/17/06

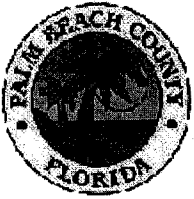
Jim J. Jurek 8/22/06
Contract Development and Control
E. Jurek 8/22/06

Anne Delgand 8/23/06
Assistant County Attorney

C. Other Department Review:

Department Director

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



Palm Beach County
Parks and Recreation Dept.

DATE : 06/07/2006

Contract Tracking System 0000001251

CONTRACT INFORMATION

BELL00820706524304A

NAME : BELL, VALERIE
VENDOR CODE: BELL0082
INSTRUCTOR: WOODWORKING/CRAFT
ACCOUNT NUMBER : 0001-580-5243-04-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: CRAFTS

CONTRACT DATE : 06/07/2006
START DATE : 07/17/2006
END DATE : 08/01/2006

CONTRACT AMOUNT :	893.00	REVENUE AMOUNT:	893.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	893.00	AMOUNT LEFT :	893.00

ASSIGNED CATEGORIES:

CRAFTS & WOODWORKING

396.50 CLASS

RECREATION SERVICES				
ACCOUNT: 0001-580-5243-04-3422	VENDOR CODE: BELL0082	CONTRACT: <u>BELL0082070652434A</u>		
MO: <u>01</u>	PS: <u>(11)</u>	CC: <u>PDC</u>	CA: <u>A.H.</u>	DD: <u>pr</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 7 day of June, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Valerie Bell, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Crafts and Woodworking program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

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

1. **Term:** The class, activity or service will begin on July 17, 2006 and will meet thereafter with the termination date of this agreement being August 1, 2006.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): NA per NA Revenue Account No. NA.
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Eight Hundred and ninety-three dollars (\$ 893.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$396.50 per class or _____% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Craft and Woodworking Instructor.
 - b. Name of class or activity: Crafts and Working with Valerie
 - c. Day(s)/Date(s) Scheduled: Monday, July 17 and July 31, 2006
 - d. Time Scheduled: 1:30 PM- 3:30 PM
 - e. Location: West Jupiter Recreation Center, 6401 Indiantown Road, Jupiter, FL 33403
 - f. A minimum of 10 and a maximum of 84 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each

received
5/12/06 B

class or activity which does not have the specified minimum number of participants registered.

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, 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 as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 5 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Constonsa Alexander PH: (561) 747-3455

12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Special Facilities & Beaches
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Valerie Bell

CONTRACTOR'S Address: 310 SE 6th Street, Pompano Beach, FL 33060

CONTRACTOR'S Phone No. (954) 260-9189

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The 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. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the 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).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), 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 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 records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **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.
20. **Entirety of Contractual Agreement:** The COUNTY and the 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.

IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

Constonsa Alexander
SIGNATURE

Constonsa Alexander **DA**
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Tiffany Bell
SIGNATURE

Tiffany Bell
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Debbie Williams
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)

INDEPENDENT CONTRACTOR

Valerie Bell
SIGNATURE

Valerie Bell Instructor
NAME & TITLE (TYPE OR PRINT)

VALERIE BELL
310 SOUTHEAST SIXTH STREET
POMPANO BEACH, FLORIDA
33060
(954) 260-9189 Cell
(954) 785-4685 Fax

WOODWORKING~CRAFT INSTRUCTOR

JUPITER RECREATIONAL CENTER~Casandra (561) 747-6422 Fax

Monday, July 17, 2006: Wood based Decorated Candle Centerpieces (seashells, flowers, glass gems)

Monday, July 31, 2006: Mardi Grai Decorated Baseball Caps (*Personalized*)

Hours worked: 1:30 – 3:30 (2 hours per visit)

TOTAL HOURS: 4 at \$198.25 per hour.

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, cutting of wood, loading and unloading, set up time, all supplies (wood, sandpaper, candles, paint, foam cut outs, seashells, baseball caps, mirrors, starfish, glitter, wood emblems, stain, glass gems), payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 85

Total Due for Two Visits from July 17th thru July 31st , 2006: \$793.00

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie
Inv #JRC-7-17-31-06

Description of craft activities attached

VALERIE BELL
310 SOUTHEAST SIXTH STREET
POMPANO BEACH, FLORIDA
33060

Cell (954) 260-9189

Fax (954) 785-4685

Woodworking ~ Craft Instructor

Jupiter Recreational Center

Here is a description of what the children will be doing for our July 17th and 31st, 2006 projects.

July 17th: Wood Based Decorated Candle Centerpiece

The children will be educated about wood, ie: what the lines are in wood (grain) what the dark circles are called (a knot) what makes the knot in wood (a tree branch) then participants will use a sanding block (a block of wood with sandpaper wrapped around it) sand and prepare their square or rectangular piece of wood. Participants will then come to me and choose a candle of their choice and I will glue it on the wood. Children then go shopping (a table I have set up with all decorative supplies on it) and choose between silk lei flowers, glass gem marbles, and seashells (summer, tropical theme) take their decorations back to their seats and assemble & glue on. Type of glue participants will use is Tacky glue, non toxic. They will use small paint brushes to apply their decorations to their project.

July 31st : Mardi Grai Decorated Baseball Caps
(Personalized)

The children choose their color of cap (2 available) and using foam letters, will glue their names on them. Then pick out a variety of decorations (foam pieces, mardigras beads, and sparkles) and assemble and glue on. The type of glue participants will use is Tacky glue which is non toxic.

BACKGROUND INFORMATION

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: Valerie McKeown Bell
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):

Valerie McKeown Valerie Jane McKeown
Valerie Jane Bell

DATE OF BIRTH: 1954 March 8
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black White Asian
Alaskan Native Unknown

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 147-48-2681

ADDRESS: 310 SE 6 St
NUMBER STREET APT#

CITY: Pompano Bch STATE: FL

ZIP CODE: 33060



<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 2006	Waters Edge Elem.	
	Palmetto Park, Glades Kids	
	Pahokee Pals	

<u>Scope of Work</u>	<u>Contact #</u>
Crafts & Woodworking	

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

☐ Yes ☒ No

If yes, give name and relationship.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT:

Valerie McKeown Bell

Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

Initial next to all that apply and provide a brief explanation below:

<input type="checkbox"/> Sections 393.135	relating to sexual misconduct with certain developmentally disabled clients
<input type="checkbox"/> 394.4593	relating to sexual misconduct with certain mental Health patients
<input type="checkbox"/> Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
<input type="checkbox"/> 741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
<input type="checkbox"/> 782.04	murder
<input type="checkbox"/> 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
<input type="checkbox"/> 782.071	vehicular homicide
<input type="checkbox"/> 782.09	killing an unborn child by injury to the mother
<input type="checkbox"/> 784.011	assault, if the victim of offense was a minor
<input type="checkbox"/> 784.021	aggravated assault
<input type="checkbox"/> 784.03	battery, if the victim of offense was a minor
<input type="checkbox"/> 784.045	aggravated battery
<input type="checkbox"/> 787.01	kidnapping
<input type="checkbox"/> 787.02	false imprisonment
<input type="checkbox"/> 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
<input type="checkbox"/> 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
<input type="checkbox"/> 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
<input type="checkbox"/> 790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
<input type="checkbox"/> 794.011	sexual battery
<input type="checkbox"/> 794.041	prohibited acts of persons in familial or custodial authority (former)
<input type="checkbox"/> Chapter 796	prostitution
<input type="checkbox"/> Section 798.02	lewd and lascivious behavior
<input type="checkbox"/> Chapter 800	lewdness and indecent exposure
<input type="checkbox"/> Section 806.01	arson
<input type="checkbox"/> Chapter 812	felony theft and/or robbery
<input type="checkbox"/> Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
<input type="checkbox"/> 825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<input type="checkbox"/> 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
<input type="checkbox"/> 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

The above statements are true and complete to the best of my knowledge.

INITIALS

CVB

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.

Valerie Bell

Applicant's Signature

5-5-06

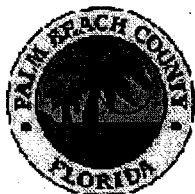
Date

FOR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offenses and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date



Palm Beach County
Parks and Recreation Dept.

DATE : 07/31/2006

Contract Tracking System 0000001253

CONTRACT INFORMATION

GLAS00170806524399A

NAME : GLASS PRODUCTIONS,
VENDOR CODE: GLAS0017
INSTRUCTOR: GAMES AND CIRCUS
ACCOUNT NUMBER : 0001-580-5243-99-3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: SPECIAL EVENT

CONTRACT DATE : 07/28/2006
START DATE : 08/03/2006
END DATE : 08/04/2006

CONTRACT AMOUNT :	2600.00	REVENUE AMOUNT:	2600.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	2600.00	AMOUNT LEFT :	2600.00

ASSIGNED CATEGORIES:

SPECIAL EVENT

1.00 FLT FEE

RECREATION SERVICES				
ACCOUNT: 0001-580-5243-99-3422	VENDOR CODE: GLAS 0017	CONTRACT:		
MC: <u>LB</u>	PS: <u>LB</u>	CC: <u>LB</u>	CA: <u>a. d.</u>	DD: <u>pe</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 28 day of July, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Glass Productions, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Summer Camp Special Event program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

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

1. **Term:** The class, activity or service will begin on August 3, 20 06 and will meet thereafter with the termination date of this agreement being August 4, 20 06.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): _____ per _____. Revenue Account No. 0001-580-5243-99-3422.
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Two thousand six hundred Dollars (\$ 2600). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ 2600 or _____ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Glass Productions Chaos Games and Banana Peel Circus.
 - b. Name of class or activity: Summer Camp Special Event.
 - c. Day(s)/Date(s) Scheduled: August 3, 2006
 - d. Time Scheduled: 10:15 am - 2:30 pm
 - e. Location: West Boynton Recreation Center and Park.
 - f. A minimum of 300 and a maximum of 500 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
7/20/06 LB

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, 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 as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 3 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.
 4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Kathy Bolander

PH: 561-966-6628

12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Glass Productions

CONTRACTOR'S Address: P.O. Box 18288, West Palm Beach, FL 33416.

CONTRACTOR'S Phone No. (561) 707-4527

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The 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. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the 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).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), 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 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 records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **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.

20. **Entirety of Contractual Agreement:** The COUNTY and the 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.

IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Kathleen Bolander
SIGNATURE

Kathleen Bolander
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)

INDEPENDENT CONTRACTOR

Randall H. Glass
SIGNATURE

Randall H. Glass, Vice President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
Anne Delgant
COUNTY ATTORNEY



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Glass Productions
Name of Recreation Service Provider/Sports Official

65-1102195
FEI/Social Security Number

1. Which service(s) are you interested in providing? Recreation, Entertainment, Instruction

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>Since 1998</u>	<u>Palm Beach Co. Schools</u>	<u>Olivia Rogers</u>
<u>since 1998</u>	<u>Four Seasons Resort</u>	<u>Cindy Racco</u>
<u>Since 2000</u>	<u>City of Boca</u>	<u>Emily Lilly</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Fun Events, Performances, Instruction</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B).		

<u>Scope of Work</u>	<u>Contact #</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C).		

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

☐ Yes ☒ No

If yes, give name and relationship.

GLASS Productions Inc

P.O. Box 18288
West Palm Beach, FL 33416

Date	Invoice #
6/29/2006	3190

PBC Recreation Attn: Kathy Bolander Ph. 966-6628 Fax 963-6790

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Terms

Item	Date	Description	Rate	Quantity	Amount
Banana Peel Ci...		Banana Peel Circus Clowns and their Interactive Circus - An Interactive Circus Ring, A face-painting tent, Circus Music, and much FUN. 2 hour event. For this event 2 Jugglers and 3 Airbrush Artists. Instruction in Juggling and other fun.	1,200.00		1,200.00
BPC Add'l Hour		Adding additional hours to the Circus is only \$400 per hour for all of the above.	400.00	2	800.00
Discount			-600.00		-600.00
Chaos Contests		It's Crazy! This controlled Chaos Event is zany and fun, but leaves everyone a winner. Various Recreational Games and Parodies of Games. Usual price \$700 per hour for up to 100 participants. Instruction in various recreational games.	1,200.00		1,200.00
Total					\$2,600.00

See attached description of events.

Signature: _____ Date: _____

Glass Productions phone (561) 707-4527 fax (561) 204-4980

From: <Gp4funn@aol.com>
To: <agolbin@co.palm-beach.fl.us>, <KBOLANDE@co.palm-beach.fl.us>
Date: 7/7/2006 8:00:43 AM
Subject: Re: Descriptions

From: Glass Productions, 561 707-4527
For Event on August 3, 2006

Chaos Contests - Pure organized chaos games. Looking from the outside it may look like chaos, but this event includes instruction in a variety of new games and parodies of old games and is very organized. Examples would be the old shoe game, Krazy Kickball, Through the hoop soccer, a variety of relays, and other such games. Participants rotate from station to station so it involves playing a variety of games in a short amount of time.

Juggling Station featuring Banana Peel Circus Jugglers. This station involves instruction in how to Juggle. Participants walk inside a ring made of ribbon and flags, cones, domes, and poles (very decorative). The jugglers will teach participants how to juggle balls, instruct them in how to balance poles (small with foam tops), and teach them to do the juggling styx. The jugglers will also demonstrate how to do all these things.

BACKGROUND INFORMATION

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: Randall H. Glass
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):

DATE OF BIRTH: 1967 7 29
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black White Asian
Alaskan Native Unknown

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 412-19-2925

ADDRESS: 14279 43rd Road North
NUMBER STREET APT#

CITY: Loxahatchee STATE: FL

ZIP CODE: 33470



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 7/21/2006	
PRODUCER EATON INSURANCE 7667B LAKE WORTH ROAD LAKE WORTH, FL 33467 561-966-1848		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED GLASS PRODUCTIONS RANDALL & ARINEE GLAS P.O. BOX 18288 WPB, FL 33416			
		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: SCOTTSDALE INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

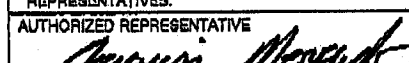
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADPT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLS1145056	06/27/06	06/27/07	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWNLD 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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY - AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTIAL EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ENTERTAINERS**CERTIFICATE HOLDER IS ADDITIONAL INSURED**

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMM 2700 6TH AVE S LAKE WORTH, FL 33461 FAX#903-6790	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT:

Randall Glass

Please print complete name

I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

Initial next to all that apply and provide a brief explanation below:

<input type="checkbox"/> Sections 393.135	relating to sexual misconduct with certain developmentally disabled clients
<input type="checkbox"/> 394.4593	relating to sexual misconduct with certain mental Health patients
<input type="checkbox"/> Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
<input type="checkbox"/> 741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
<input type="checkbox"/> 782.04	murder
<input type="checkbox"/> 782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
<input type="checkbox"/> 782.071	vehicular homicide
<input type="checkbox"/> 782.09	killing an unborn child by injury to the mother
<input type="checkbox"/> 784.011	assault, if the victim of offense was a minor
<input type="checkbox"/> 784.021	aggravated assault
<input type="checkbox"/> 784.03	battery, if the victim of offense was a minor
<input type="checkbox"/> 784.045	aggravated battery
<input type="checkbox"/> 787.01	kidnapping
<input type="checkbox"/> 787.02	false imprisonment
<input type="checkbox"/> 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
<input type="checkbox"/> 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
<input type="checkbox"/> 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
<input type="checkbox"/> 790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
<input type="checkbox"/> 794.011	sexual battery
<input type="checkbox"/> 794.041	prohibited acts of persons in familial or custodial authority (former)
<input type="checkbox"/> Chapter 796	prostitution
<input type="checkbox"/> Section 798.02	lewd and lascivious behavior
<input type="checkbox"/> Chapter 800	lewdness and indecent exposure
<input type="checkbox"/> Section 806.01	arson
<input type="checkbox"/> Chapter 812	felony theft and/or robbery
<input type="checkbox"/> Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
<input type="checkbox"/> 825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<input type="checkbox"/> 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
<input type="checkbox"/> 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

The above statements are true and complete to the best of my knowledge.

INITIAL:

RHG

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.

Randall H. Glan
Applicant's Signature

6/28/06
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date