

Agenda Item #: **3.M.6.**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date: **October 3, 2006**

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: The executed Independent Contractor Agreements received during the month of August.

1. Evan Reif, Synchronized Swim Team Manager, Aqua Crest Pool (REIF57030806530300D);
2. Evelyn Dowling, Synchronized Swimming Coach, Aqua Crest Pool (DOWL1060300806530300A);
3. James Grice, Basketball Official, West Boynton Park & Recreation Center (GRI163020806525200A).

**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.

**Attachments:** Independent Contractor Agreements (3)

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Recommended by: \_\_\_\_\_

  
Department Director

Date

9/8/06

Approved by: \_\_\_\_\_

  
Assistant County Administrator

Date

9/18/06

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>19,083</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(24,658)</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>
<b>NET FISCAL IMPACT</b>	<b><u>(5,575)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5303 and 5252  
 Object 3422 Program N/A  
 Budget Revenue Source Code: 0001-580-5303-4724

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

	Contractor	FY2006		FY2007	
		Revenue	Expense	Revenue	Expense
A	Evan Reif	< 3,646 >	2,917	< 18,229 >	14,583
B	Evelyn Dowling	< 1,286 >	900	< 6,429 >	4,500
C	James Grice	0	2,232	0	0
	<b>Total</b>	<b>&lt; 4,932 &gt;</b>	<b>6,049</b>	<b>&lt; 24,658 &gt;</b>	<b>19,083</b>

C. Departmental Fiscal Review: *equal match*

**III. REVIEW COMMENTS**

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

The items above are included in the 2007 proposed budget.

*Jim Doherty* 9-13-06  
 OFMB 9/13/06  
 208 ON 9/12/06  
 09/11/06

*Jim J. Jacobs* 9/14/06  
 Contract Development and Control  
 E. Jones 9/14/06

**B. Legal Sufficiency:**

*Anne Delgent* 9/18/06  
 Assistant County Attorney

**This item complies with current County policies.**

**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 : 08/14/2006

Contract Tracking System 0000001257

**CONTRACT INFORMATION**  
Active

**REIF57030806530300D**

Certificate of Insurance

NAME : REIF, EVAN  
VENDOR CODE: REIF5703  
INSTRUCTOR: SYNCHRONIZED SWIM TEAM MANAGER  
ACCOUNT NUMBER : 0001-580-5303-00-3422  
LOCATION: AQUA CREST POOL  
PROGRAM: SWIMMING

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CONTRACT DATE : 08/11/2006  
START DATE : 08/01/2006  
END DATE : 07/31/2007

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CONTRACT AMOUNT : 17,500.00 REVENUE AMOUNT: 17,500.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 17,500.00 AMOUNT LEFT : 17,500.00

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**ASSIGNED CATEGORIES:**

SYNCHRONIZED SWIMMING 0.80 Pct

0001-580-5303-3422					SPECIAL FACILITIES & BEACHES				
VENDOR CODE: REIF 5703			CONTRACT:						
MG: <i>gp</i>	PS: DHL	CC: TS	CA: QTD	DD: <i>[Signature]</i>					

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

This Agreement is made as of the 11 day of Aug, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Evan Reif, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) Competitive US Synchronized Swimming 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 1, 2006 and will meet thereafter with the termination date of this agreement being July 31, 2007.

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): \$55.00 - \$75.00 per participant per month. Revenue Account No.001-580-5303-4724-02.

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 Seventeen Thousand five hundred dollars, (\$17,500.00). 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 \$\_\_\_\_\_ or **80%** of the paid enrollment fees for the class or activity.

4. **Specific Details:**

a. Type of service/instructor: Synchronized Swimming Team Manager

b. Name of class or activity: Competitive US Synchronized Swimming Program

c. Day(s)/Date(s) Scheduled: Monday - Sunday

d. Time Scheduled: Monday - Friday, 5:30pm - 7:30pm, Saturday, 8:00am - 1pm, Sunday, 10:00am - 1:00pm

e. Location: Aqua Crest Pool

f. A minimum of 12 and a maximum of 60 paid enrollments must be received by the COUNTY prior to

**received**  
7/19/06

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.

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 14 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:

Joseph T. McNeeley, Aqua Crest Facility Manager PH: 561.278.7104.

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: Evan Reif

CONTRACTOR'S Address: 2995 Norway Pine Lane, Lantana, FL 33462

CONTRACTOR'S Phone No. 561.906-2192(cell), 561.515.2900(work), 561.357.5780(home)

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

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**

Louise Kelly  
SIGNATURE

LOUISE KELLY  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

J. T. McNeely  
SIGNATURE

Joseph T. McNeely, Facility MGR  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

[Signature]  
SIGNATURE

EVAN P. REIF, TEAM MGR  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Delgado  
COUNTY ATTORNEY

Vitalink Consulting Inc  
Emergency and Trauma Education Services

"Learn Today. Save a life Tomorrow"

First Aid

EVAN REIF

This card certifies that the above person has completed Vitalink's First Aid course and has demonstrated satisfactory knowledge thereof.

Cardholder's Signature

12/16/2004

Date Issued

12/2006

Date of Renewal

American Heart  
Association



Fighting Heart Disease and Stroke

Heartsaver AED

EVAN REIF

This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the AHA for the Heartsaver AED Program. Adult CPR & AED / Child CPR & AED / Infant CPR

12/16/2004

Issue Date

12/2006

Recommended Renewal Date

## **SCOPE OF SERVICES**

**The basic requirements for the Team Manager (CONTRACTOR) are as follows:**

The CONTRACTOR shall provide these services during the term of this contract in accordance with its response to this Request for Proposals submitted to the COUNTY and in compliance with all terms of the subsequent agreement.

### **A. Scope of Work**

The CONTRACTOR has the responsibility of supervising the training of synchronized swimmers in preparation for competitive programs. CONTRACTOR must organize and supervise the competitive program as well as supervise the instruction and training of participants in competitive synchronized swimming. CONTRACTOR is responsible for the preparation and administration of daily training schedules; registering team and individuals with US Synchronized Swimming; and supervising coaching of technical instruction of competitive synchronized swimmers. CONTRACTOR is responsible to ensure participants are supervised during a variety of exercises, team practices, dry land drills (ballet and pilates instruction), and all other instructional sessions. CONTRACTOR will supervise participants and coaches at practices and competitions; will oversee the entry of participants in sanctioned US Synchronized Swimming competitions and ensure the team is represented as a delegate to the Florida Gold Coast Association of United States Synchronized Swimming.

As 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 the facility, inspect the site prior to beginning any activity. Prior to participants entering the water perform a water test (if applicable and staff or another coach has not arrived prior) with facilities test kit for chemical levels in the water, if chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH participants should not enter the pool. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival at the facility, any concerns should be reported to the aquatics program coordinator in the absence of the facility manager. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

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 facility 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, Aquatics Program Coordinator, Aquatics Supervisor and Director of Special Facilities and Beaches as outlined in Exhibit A.

CONTRACTOR will ensure that all participants be 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 will be certified in American Red Cross First Aid/CPR (equivalent or higher training) and all personnel on site will be certified in American Red Cross Safety Training for Swim 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 pool 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 will work with and maintain open dialogue with the facility manager, liaison and/or parent organization 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.

Adhere to all applicable COUNTY policies and procedures. CONTRACTOR and all CONTRACTOR=S staff will adhere to all US Synchronized Swimming policies and procedures, standards, Code Of Conduct (Article 23.01) and Code of Ethics (Article 23.02).

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 with registered US Synchronized Swimming members containing the following information: first name, last name, a contact phone number, and what monthly fees are to be assessed that participant. 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 for the previous month by the first Tuesday of the month.

CONTRACTOR will secure necessary competition officials, and volunteers for the set up, running, take down and clean up for all competitions and events. The COUNTY will provide lifeguards for any injuries and/or accidents and to assist with meet set-up and clean-up.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-93-164-D)

#### 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 must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual 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 competitive synchronized swimming program. The CONTRACTOR shall open the facility for the US competitive synchronized swimming program when utilizing the facility prior to the facility opening to the general public. The CONTRACTOR shall also close and secure the facility each

evening if the program conclusion is after operational hours.

The Parks and Recreation Department will provide a work area for the Head Coach to utilize during program hours if necessary.

CONTRACTOR or CONTRACTOR=S staff will inform the facility manager immediately 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.

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 unit.

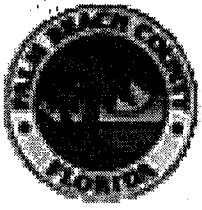
#### D. Program Fees & Charges

The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all program fees and charges from participants. All program fee and charges payments will be made payable to: **Board of County Commissioners**. The COUNTY will provide the CONTRACTOR with weekly reports updating participant payment status. CONTRACTOR shall assist COUNTY with the collection of unpaid fees.

Any and all monthly program rate change 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.



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

EVAN REIF FOR SYNCHRONIZED  
 Name of Recreation Service Provider/Sports Official  
SWIMMING

318-66-6980  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? SYNCHRONIZED  
SWIMMING

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>2002-2006</u>	<u>PALM BEACH COLLEGE</u>	<u>TEAM MGR</u>

Scope of Work

Contact #

(B) Dates

Agency/Company

Representative

Scope of Work

Contact #

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

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

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>
2004-2006	CPR, AED ADVANCED FIRST AID	VITALWK

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.

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**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: EVAN PHILLIP REIF  
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1963 APRIL 10TH  
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE)  Male Female

SOCIAL SECURITY NUMBER: 318-66-6980

ADDRESS: 2995 NORWAY PINE LANE  
NUMBER STREET APT#

CITY: LANTANA STATE: FL

ZIP CODE: 33462

ENTERED  
7/19/06

LLS

# CERTIFICATE OF INSURANCE

1275801

ISSUE DATE (MM/DD/YY)  
8/03/06

**PRODUCER**  
K & K Insurance Group, Inc.  
1712 Magnavox Way  
P.O. Box 2338  
Fort Wayne, In 46801

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.

### COMPANIES AFFORDING COVERAGE

**INSURED**  
UNITED STATES SYNCHRONIZED SWIMMING, INC  
PAN AMERICAN PLAZA  
201 S. CAPITOL AVE., SUITE 901  
INDIANAPOLIS, IN 46225

COMPANY LETTER **A**      NATIONWIDE LIFE INSURANCE COMP  
COMPANY LETTER **B**      GREAT AMERICAN ASSURANCE COMPA  
COMPANY LETTER **C**

**COVERAGES**

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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In thousands)	
B	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & contractors Prot. <input type="checkbox"/> _____	MAC0568915901	12:01AM 10/01/05	12:01AM 10/01/06	General Aggregate	\$ NONE
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ 1000
B	<b>Automobile Liability</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____	MAC0568915901	12:01AM 10/01/05	12:01AM 10/01/06	Combined Single Limit	\$ 1000
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
					Each Occurrence	\$
					Aggregate	\$
	<b>Excess Liability</b> <input type="checkbox"/> Other than Umbrella form				<b>Statutory</b>	
					\$ Each Accident	
					\$ Disease-Policy Limit	
					\$ Disease-Each Employee	
A	<b>Workers' Compensation and Employers' Liability</b>  <b>Participant Accident</b>	SPX0001583000	12:01AM 10/01/05	12:01AM 10/01/06	AD&D	\$ 10
					Primary Medical	\$ NONE
					Excess Medical	\$ 5
					Weekly Indemnity	\$ X NONE

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

CLUB: PALM BEACH CORALYTES  
LOCATION: DELRAY BEACH, FL.

EFF. DATE: 7/31/06

ADDITIONAL INSURED AS RESPECTS TO THE LIABILITY ARISING FROM THE NAMED INSURED \*CERTIFICATE HOLDER IS AN

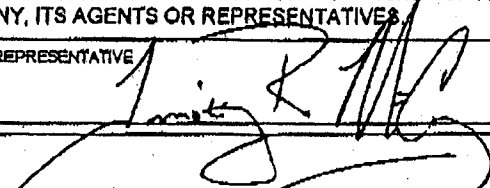
**CERTIFICATE HOLDER**

**CANCELLATION**

THIS VOIDS/REPLACES CERT #1274814  
PALM BEACH COUNTY  
PARKS AND RECREATION  
2700 6TH AVE. SOUTH  
LAKE WORTH, FL 33461

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

AUTHORIZED REPRESENTATIVE





**Palm Beach County**  
**Parks and Recreation Dept.**

**DATE : 08/11/2006**

**Contract Tracking System 0000001255**

**CONTRACT INFORMATION**

**Active**

**DOWL1060300806530300A**

Certificate of Insurance

**NAME :** DOWLING, EVELYN  
**VENDOR CODE:** DOWL106030  
**INSTRUCTOR:** SYNCHRONIZED SWIMMING COACH  
**ACCOUNT NUMBER :** 0001-580-5303-00-3422  
**LOCATION:** AQUA CREST POOL  
**PROGRAM:** SWIMMING

---

**CONTRACT DATE :** 08/01/2006  
**START DATE :** 08/01/2006  
**END DATE :** 07/31/2007

---

<b>CONTRACT AMOUNT :</b>	5,400.00	<b>REVENUE AMOUNT:</b>	5,400.00
<b>USED AMOUNT :</b>	0.00	<b>USED AMOUNT :</b>	0.00
<b>AMOUNT LEFT :</b>	5,400.00	<b>AMOUNT LEFT :</b>	5,400.00

---

**ASSIGNED CATEGORIES:**

SYNCHRONIZED SWIMMING 0.70 Pct

SPECIAL FACILITIES & BEACHES

ACCOUNT: 0001-580-5303-3422	VENDOR CODE:	CONTRACT:
MC: <i>[Signature]</i>	PS: DHL	CC: <i>[Signature]</i>
CA:	DD: <i>[Signature]</i>	

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 1<sup>st</sup> day of Aug, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Evelyn Dowling, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) US Master Synchronized Swimming 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 1, 2006 and will meet thereafter with the termination date of this agreement being July 31, 2007.

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): \$30.00 per participant per month. Revenue Account No.001-580-5303-4724-02.

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 Five Thousand and four Hundred Dollars (\$ 5,400.00 ). 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 \$ or 70% of the paid enrollment fees for the class or activity.

4. Specific Details:

a. Type of service/instructor: Synchronized Master Swimming Coach

b. Name of class or activity: Competitive US Synchronized Master Swimming Program

c. Day(s)/Date(s) Scheduled: Monday - Sunday

d. Time Scheduled: Monday - Thursday, 5:30pm - 7:30pm, Saturday, 10:00am - 1pm, Sunday, 10:00am - 1:00pm

e. Location: Aqua Crest Pool

f. A minimum of 5 and a maximum of 15 paid enrollments must be received by the COUNTY prior to

received 7/21/06

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.

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 14 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:  
Jennifer Anglin, Aquatic Program Coordinator PH:561.966.6632.
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: Evelyn Dowling  
CONTRACTOR'S Address: 1878 Bell Lane, West Palm Beach, FL 33462  
CONTRACTOR'S Phone No. 561.968.3270
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**

          *J. F. McNeely*            
SIGNATURE

          *Joseph T. McNeely*            
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

          *Dominic Williams*            
DEPARTMENT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

          *Evelyn Dowling*            
SIGNATURE

          *Evelyn Dowling - Masters Coach*            
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

          *Anne Delgado*            
COUNTY ATTORNEY

## **SCOPE OF SERVICES**

**The basic requirements for the US Synchronized 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 supercede.

### **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 USSMS 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 ages 18 and over and all skills levels.

Immediately upon arrival at the facility, if pool staff is not present, inspect the site prior to beginning any activity. CONTRACTOR will be required to make decisions regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe.

If chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, swimmers should not enter the pool. Location of the test kit, training in its use, and access to it will be made available to the CONTRACTOR. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival 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.

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, Aquatics Program Coordinator, Aquatics Supervisor and Recreation Director as outlined in Exhibit 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 be 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 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. 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 14 days notice of all anticipated conflicts, schedule changes, and or absences. 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 Masters scheduled practices or approved activities.

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

Adhere to all applicable COUNTY policies and procedures.

CONTRACTOR will provide the facility manager a monthly list with registered USS Masters 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 Synchronized Swimming Masters team.

#### B. Use of Premises

The facility, when permitted by the COUNTY to the CONTRACTOR for the USS 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 facility 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 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. The CONTRACTOR shall also close and secure the facility each evening if the program conclusion is after operational hours.

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 not have any other personnel other than themselves as the coach.

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 charges will be made payable to: **Board of County Commissioners**. The COUNTY will provide the CONTRACTOR with bi-weekly reports updating participant's payment status. CONTRACTOR shall assist COUNTY with the collection of fees.

Any and all monthly program rate change 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.

I taught the Safety Training for Swim Coaches course at Aqua Crest Pool on Jan. 21, 2006. There were 9 in the class and all passed. Teaching this course extends authorization of my WSI certification to January 2009.

*Evelyn Dowling*




This recognizes that  
*Evelyn Dowling*  
has completed the requirements for  
*Safety Training For*  
*SWIM COACHES*  
of the Learn-to-Swim program  
conducted by  
*Aqua Firm & Fit*  
Date completed  
*2/25/03*

*as of July 17, 2006 I will have  
completed the Safety Training for  
Swim Coaches Challenge -  
Extends this certification to 2009-*



HEALTH AND SAFETY SERVICES  
INSTRUCTOR AUTHORIZATION  
  
EVELYN DOWLING  
is authorized as an instructor in  
  
WATERSAFETY  
by the  
PALM BEACH COUNTY  
  
This authorization expires  
December 31, 2006

American Heart Association.   
*Learn and Live.*  
**Healthcare Provider**  
EVELYN DOWLING  
This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the American Heart Association for the BLS for Healthcare Providers (CPR & AED) Program.  
11/4/04 11/4/06  
Issue Date Recommended Renewal Date

I taught the Safety Training for Swim Coaches course at Aquacrest Pool on Jan. 21, 2006. There were 9 in the class and all passed. Teaching this course extends authorization of my WSI certification to January 2009.

*Evelyn Dowling*

*[Signature]*  
 Chairman, American Red Cross  
 Instructor's Signature  
*Jemie Matkovic*  
 Chapter  
 Greater Miami & The Keys  
 Holder's Signature  
*Evelyn Dowling*  
 Cert. 652130 (Re Oct. 2001)

EXTENDED AUTHORIZATION

Name of unit \_\_\_\_\_ State \_\_\_\_\_ Signature, Unit Rep. \_\_\_\_\_  
 1. *Greater Palm Beach Area*  
 2. \_\_\_\_\_

*Susan Holmes*  
 Signature of Unit Representative  
*Evelyn Dowling*  
 Signature of Authorized Instructor  
*[Signature]*

Norman R. Augustine, Chairman, American Red Cross  
Cert. 3005 (R 1, June 1997)

AHA  
 Region SOUTH  
 Community  
 Training Center MARGATE FIRE RESCUE  
 Training  
 Site ANGEL LOVE  
 Instructor KEN ROLAND *[Signature]*  
 Holder's  
 Signature *Evelyn Dowling*  
 ©2000 American Heart Association Tampering with this card will alter its appearance 70-2815

LLS

# CERTIFICATE OF INSURANCE

1275801

ISSUE DATE (MM/DD/YY)  
8/03/06

**PRODUCER**  
K & K Insurance Group, Inc.  
1712 Magnavox Way  
P.O. Box 2338  
Fort Wayne, In 46801

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.

### COMPANIES AFFORDING COVERAGE

**INSURED**  
UNITED STATES SYNCHRONIZED SWIMMING, INC  
PAN AMERICAN PLAZA  
201 S. CAPITOL AVE., SUITE 901  
INDIANAPOLIS, IN 46225

COMPANY LETTER **A** NATIONWIDE LIFE INSURANCE COMP  
COMPANY LETTER **B** GREAT AMERICAN ASSURANCE COMPA  
COMPANY LETTER **C**

**COVERAGES**

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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In thousands)	
B	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & contractors Prot. <input type="checkbox"/> _____	MAC0568915901	12:01AM 10/01/05	12:01AM 10/01/06	General Aggregate	\$ NONE
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
B	<b>Automobile Liability</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____	MAC0568915901	12:01AM 10/01/05	12:01AM 10/01/06	Combined Single Limit	\$ 1000
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
					Participant Legal Liability	\$ 1000
	<b>Excess Liability</b> <input type="checkbox"/> Other than Umbrella form				Each Occurrence	Aggregate
					\$	\$
	<b>Workers' Compensation and Employers' Liability</b>				<b>Statutory</b>	
					\$ Each Accident	
					\$ Disease-Policy Limit	
					\$ Disease-Each Employee	
A	<b>Participant Accident</b>	SPX0001583000	12:01AM 10/01/05	12:01AM 10/01/06	AD&D	\$ 10
					Primary Medical	\$ NONE
					Excess Medical	\$ 5
					Weekly Indemnity	\$ X NONE

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

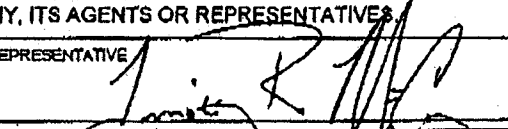
CLUB: PALM BEACH CORALYTES  
LOCATION: DELRAY BEACH, FL.

EFF. DATE: 7/31/06

ADDITIONAL INSURED AS RESPECTS TO THE LIABILITY ARISING FROM THE NAMED INSURED  
\*CERTIFICATE HOLDER IS AN

**CERTIFICATE HOLDER**  
  
THIS VOIDS/REPLACES CERT #1274814  
PALM BEACH COUNTY  
PARKS AND RECREATION  
2700 6TH AVE. SOUTH  
LAKE WORTH, FL 33461

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

AUTHORIZED REPRESENTATIVE 

**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: Evelyn DOWLING  
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
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_____	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

I have not checked any of the above statements.

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

INITIAL:

ED

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.

Erilyn Dowling  
Applicant's Signature

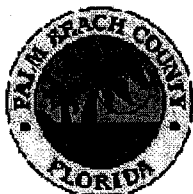
April 29, 2006  
Date

**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



Palm Beach County  
Parks and Recreation Dept.

DATE : 08/24/2006

Contract Tracking System 0000001258

**CONTRACT INFORMATION**  
Active

**GRI163020806525200A**

NAME : GRICE, JAMES  
VENDOR CODE: GRI16302  
INSTRUCTOR: BASKETBALL OFFICIAL  
ACCOUNT NUMBER : 0001-580-5252-00-3422  
LOCATION: WEST BOYNTON PARK & RECREATION CENTER  
PROGRAM: BASKETBALL

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CONTRACT DATE : 08/24/2006  
START DATE : 08/26/2006  
END DATE : 10/01/2006

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CONTRACT AMOUNT : 2,232.00 REVENUE AMOUNT: 2,232.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 2,232.00 AMOUNT LEFT : 2,232.00

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**ASSIGNED CATEGORIES:**

BASKETBALL OFFICIAL 372.00 DAY

RECREATION SERVICES

ACCOUNT: 0001-580-5252-3422		VENDOR CODE: GRI16302		CONTRACT: <u>GRI1630208065262A</u>	
MC: <u>PAK</u>	PS: <u>PR</u>	CC: <u>J</u>	CA: <u>Q. D.</u>	DD: <u>pr</u>	

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 24 day of Aug, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Fred Grice, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth Basketball 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 26, 2006 and will meet thereafter with the termination date of this agreement being October 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): \$75 per participant. Revenue Account No. 0001-580-5252-4721-09.

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 Two Hundred and Thirty Two Dollars (\$ 2,232.00). 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 \$ \$372.00/day or \_\_\_\_\_% of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: Basketball Official
- b. Name of class or activity: Youth Basketball League
- c. Day(s)/Date(s) Scheduled: Saturdays / August 26 - September 30, 2006
- d. Time Scheduled: 8:30am - 5:30pm
- e. Location: West Boynton Recreation Center
- f. A minimum of 80 and a maximum of 200 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  
8/24/06

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 7 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:

Garrett Pearson PH: 561-355-1125

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: Fred Grice

CONTRACTOR'S Address: 602 S.W. 4<sup>th</sup> Street Delray Beach, Florida 33444

CONTRACTOR'S Phone No. 561-542-5956

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**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

\_\_\_\_\_  
DEPARTMENT DIRECTOR /

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

**INDEPENDENT CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
ANNE HELFANT  
COUNTY ATTORNEY

## SCOPE OF SERVICE

### Fred Grice

Mr. Grice will be providing his services as a basketball official for the West Boynton Recreation Center Youth Basketball League.

Mr. Grice will be officiating using rules governed by the Florida High School Athletic Association rules and supplemental rules related to a youth league.

Games will be played on Saturdays from August 19 to approximately November 25, 2006. Game times will range from 8:30am to 5:30pm. A fee for services provided will be \$372.00 per day.

*Fred Grice*

**PALM BEACH COUNTY**  
**APPLICANT BACKGROUND INFORMATION**

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

NAME: James Freddie Grice  
FIRST MIDDLE LAST

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

Coach Grice

DATE OF BIRTH: 49 08 16  
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE)  Male  Female

SOCIAL SECURITY NUMBER: 264-98-7534

ADDRESS: 602 S.W. 4th St.  
NUMBER STREET APT#

CITY: Delray Beach STATE: FL.

ZIP CODE: 33444





**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Freddie Grice  
 Name of Recreation Service Provider/Sports Official

264 - 98 - 7534  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Officiating for Youth Basketball League

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2000-Current	City of Boynton Beach	Joe Evan (561) 742-6552
2004-Current	Palm Beach Co. Parks & Rec.	Kathy Bolander (561) 966-6628
1997-Current	Florida Sports Foundation	Mike Bene (305) 807-1552

Scope of Work Contact #  
Officiate & provide officials for various leagues, and also provide scores & timers

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 1988-05	Roots Cultural Festival	Tommy Stevens

Scope of Work Contact #  
Basketball Tournament Director

(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>

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

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>
1994 - Current	F.H.S.A.A (Certification)	School Board District Office

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.

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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: James Freddie Grice  
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:

- |       |                  |   |
|-------|------------------|---|
| _____ | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients   |
| _____ | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| _____ | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults   |
| _____ | 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 |
| _____ | 782.04           | murder  |
| _____ | 782.07           | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child  |
| _____ | 782.071          | vehicular homicide  |
| _____ | 782.09           | killing an unborn child by injury to the mother   |
| _____ | 784.011          | assault, if the victim of offense was a minor   |
| _____ | 784.021          | aggravated assault  |
| _____ | 784.03           | battery, if the victim of offense was a minor   |
| _____ | 784.045          | aggravated battery  |
| _____ | 787.01           | kidnapping  |
| _____ | 787.02           | false imprisonment  |
| _____ | 787.04(2)        | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings  |
| _____ | 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   |
| _____ | 790.115(1)       | exhibiting firearms or weapons within 1,000 feet of a school  |
| _____ | 790.115(2b)      | possessing an electric weapon or device, destructive device, or other weapon on school property   |
| _____ | 794.011          | sexual battery  |
| _____ | 794.041          | prohibited acts of persons in familial or custodial authority (former)  |
| _____ | Chapter 796      | prostitution  |
| _____ | Section 798.02   | lewd and lascivious behavior  |
| _____ | Chapter 800      | lewdness and indecent exposure  |
| _____ | Section 806.01   | arson   |
| _____ | Chapter 812      | felony theft and/or robbery   |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony   |
| _____ | 825.102          | abuse, aggravated abuse, or neglect of disabled adults or elderly persons   |
| _____ | 825.1025         | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult  |
| _____ | 825.103          | exploitation of disabled adults or elderly persons, if the offense was a felony   |

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_____	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

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

INITIAL:

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.

James Y. Reddy  
Applicant's Signature

08/01/06  
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