

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **October 17, 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:** the executed Independent Contractor Agreements received during the months of August and September.

- A) Stacey Webb, Cooking Instructor, West Jupiter Recreation Center (WEB1628709065204C);
- B) Gold Coast Gymnastics, Gymnastics, West Boynton Park & Recreation Center (GOLD01291006525200F);
- C) Shelly Janssen, Dance Instructor, West Boynton Park & Recreation Center. (JANS00041006525200I);
- D) Fred Grice, Basketball Official, West Boynton Park & Recreation Center. (GRI163021006525200B);
- E) Carrengton Johnson, Flag Football Referee, Westgate Park & Recreation Center. (JOHNS1065780906523200A);
- F) Marvin Payne, Jr., Flag Football Referee, Westgate Park & Recreation Center. (PAYNE1064120906523200A).

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. The attached Independent Contractor Agreement(s) have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolution 02-2103, and are now being submitted to the Board to receive and file. Countywide (AH)

Background and Justification: The Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolution 02-2103) 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 to receive and file.

Attachments: Independent Contractor Agreements (6)


Recommended by: _____


Department Director

9/28/06

Date

Approved by: _____


Assistant County Administrator

10-4-06

Date



Palm Beach County
Parks and Recreation Dept.

DATE : 09/05/2006

Contract Tracking System 0000001262

CONTRACT INFORMATION
Active

WEB1628709065204 C

NAME : WEBB, STACEY
VENDOR CODE: WEB16287
INSTRUCTOR: COOKING INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5204- -3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: COOKING CLASS

CONTRACT DATE : 09/05/2006
START DATE : 09/11/2006
END DATE : 11/02/2006

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

ASSIGNED CATEGORIES:

COOKING INSTRUCTOR 125.00 CLASS

RECREATION SERVICES				
ACCOUNT:0001-580-5204-3422	VENDOR CODE: VC0000016287	CONTRACT:		
MC: <i>[Signature]</i>	PS: <i>[Signature]</i>	CC: <i>[Signature]</i>	CA: <i>[Signature]</i>	DD: <i>[Signature]</i>

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

This Agreement is made as of the ___ day of _____, 2006 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Stacey Webb, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Cooking Class 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 September 11, 2006 and will meet thereafter with the termination date of this agreement being November 2, 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): 50.00 per session. Revenue Account No. 0001-580-5204-4721.09.
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 five hundred Dollars (\$ 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 \$125.00 per class or n/a % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Stacey Webb
 - b. Name of class or activity: What's Cooking
 - c. Day(s)/Date(s) Scheduled: Mondays- 9/11/06, 9/25/06, 10/16/06, 10/30/06.
 - d. Time Scheduled: 6:00p.m-7:00p.m.
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 6 and a maximum of 10 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
8/22/06

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:

Renata Watson

PH: (561) 966-7022

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: Stacey Webb

CONTRACTOR'S Address: 515 Preserve Point South Jupiter, FL 33458.

CONTRACTOR'S Phone No. (561) 744-8555

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

Nancy E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

Kenada Watson
Name & Title (Type Or Print)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Stacey Webb
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

Scope of Service

Stacy will teach teens and adults:

- basic cooking instruction
- healthy habits
- nutrition
- etiquette
- manners when dining in or out
- quick and easy recipes (to take home)

Supplies:

- groceries
- safety kid friendly utensils
- hot plates
- pots
- pans
- microwave

All groceries will be pre-cut/sliced. The instructor will place pots, pans and items on and off the hot plate. Participants will use utensils only to stir or flip food items, with assistance from the instructor.

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: Stacey Stolman Webb
FIRST MIDDLE LAST

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

Stacey Stolman

DATE OF BIRTH: 1966 April 30
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 045-44-7248

ADDRESS: 515 Preserve Point South
NUMBER STREET APT#

CITY: Jupiter STATE: FL

ZIP CODE: 33458

ENTERED
8/28/06



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Stacey Webb

Name of Recreation Service Provider/Sports Officials

1. Which service(s) are you interested in providing? Cooking classes

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2004 - Present	Palm Beach County Schools	
2004 - Present	Martin County Schools	
2005 - Present	Spectrum Program	

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

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

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

(C). Dates Agency/Company Representative

Scope of Work Contact #

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

Dates School/Training Location Instructor

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:

Stacey Webb
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 |

_____	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:

JAW

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.

Stacey Wildt
Applicant's Signature

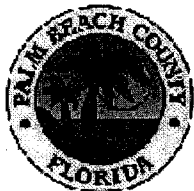
8/14/06
Date

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



Palm Beach County
Parks and Recreation Dept.

DATE : 09/06/2006

Contract Tracking System 0000001265

CONTRACT INFORMATION

Active

GOLD01291006525200F

Certificate of Insurance

NAME : , GOLD COAST GYMNASTIC
 VENDOR CODE: GOLD0129
 INSTRUCTOR: GYMNASTICS
 ACCOUNT NUMBER : 0001-580-5252-00-3422
 LOCATION: WEST BOYNTON PARK & RECREATION CENTER
 PROGRAM: GYMNASTICS

CONTRACT DATE : 09/06/2006
 START DATE : 10/01/2006
 END DATE : 10/01/2007

CONTRACT AMOUNT :	5,000.00	REVENUE AMOUNT:	5,000.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	5,000.00	AMOUNT LEFT :	5,000.00

ASSIGNED CATEGORIES:

GYMNASTICS 0.70 PCT

RECREATION SERVICES

ACCOUNT: 0001-580-5252-3422

VENDOR CODE: GOLD00129

CONTRACT:

MC: *[Signature]*

PS: *[Signature]*

CC: *[Signature]*

CA: *[Signature]*

DD: *[Signature]*

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 6 day of Sept, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Goldcoast Gymnastics, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Tiny Tot Tumbling 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 October 1, 2006 and will meet thereafter with the termination date of this agreement being October 1, 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): \$ 74 / 8 weeks per student. 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 Five Thousand Dollars (\$5,000). 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: Tumbling Instructor
- b. Name of class or activity: Tiny Tot Tumbling with parent / Tiny Tot Tumbling without parent
- c. Day(s)/Date(s) Scheduled: Thursdays
- d. Time Scheduled: 9:30am - 10:15am / 10:15am - 11:00am
- e. Location: West Boynton Park and Recreation Center
- f. A minimum of 6 and a maximum of 12 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 8/22/06

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 2 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.

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:

Hugo Montenegro 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: Gold Coast Gymnastics Inc.

CONTRACTOR'S Address: 1420 Rupp Lane Lake Worth, FL 33460

CONTRACTOR'S Phone No. (561) -585-2700

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

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

Nancy E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Jim Hennehan
SIGNATURE

JIM HENNEHAN
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Dennis Egan
DEPARTMENT DIRECTOR

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

INDEPENDENT CONTRACTOR

Christina S White
SIGNATURE

Christina S White - owner
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Helgert
COUNTY ATTORNEY

Scope of Service

Program Name: Tiny Tot Tumbling

Instructor: Gold Coast Gymnastics, Inc.- Mrs. Jill Rojas

Location: West Boynton Recreation Center

Class Day & Times: Thursday 9:30-10:15 - 1-2 yrs.old (with Parent)

Thursday 10:15-11:00 - 3-4 yr. old (with out parent)

Business Information: Gold Coast Gymnastics, Inc.

1420 Rupp Lane

Lake Worth, Fl. 33460

561-585-2700

Gold Coast Gymnastics, Inc. 14,000 Sq. ft training facility located in Lake Worth, and was established in 1974. We teach children from walking to college students in the sport of gymnastics. We train on all Olympic events for men and women. We also teach Pre school and school age gymnastics, tumbling, cheerleading and have successful competitive teams. Our instructors are members of USA Gymnastics (The governing body for Gymnastics). They are safety certified, First Aid and CPR trained. Gold Coast staff is trained to be movement and gymnastics specialists.

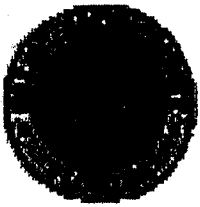
Instructor: Mrs. Jill Rojas is the Director at Gold Coast Gymnastics, Inc. She has been teaching the sport of gymnastics for 19 years. She coaches the girl's competitive team, instructor for pre school and school age classes, teaches outreach/satellite programs at various locations in Palm Beach County. Mrs. Rojas is a highly motivated and enthusiastic instructor. She enjoys working with children and parents to educate them in the sport and fun of gymnastics.

Class Information: Parent *assist class Ages 1-2*. Children and parents will learn together in this class. Parents will assist children learn gymnastics concepts such as jumping, hopping, rolling, over under, sideways and many more exciting gymnastic themed lesson plans. In the beginning of the class there will be circle time. This consists of attendance/roll call, stretching activities, musical warm-ups, parent assisted activities. Second and third parts of the class time are devoted to tumbling on the panel mats, the obstacle course and hand/eye/foot coordination stations. The conclusion of the class ends with goodbye and stamps for all.

3 & 4 year olds attend this class with out assistance. They will work harder gymnastics skills taught to their ability/age level. The same lesson plans/concepts will be taught as in the parent class. Skills will increase to their ability. We are building self-confidence, self-esteem and motor skills through fitness and fun.

Equipment: Provided by West Boynton: 8 folding blue panel mats, 2 red folding mats, incline, stairs, 5 section segmented tunnel, large & small round circle, donut tunnel, small hill, segmented balance beam, trapezoid, safety skill mat and numerous items from the closet.

Provided by Gold Coast: Music, stamps, lummi sticks, bean bags, cartwheel mat, shapes, ladder, balance beam, trampoline, indoor bounce house, pre school bar, hula hoops, balance boards and many more items from Gold Coast Gymnastics. FUN-FUN-FUN ☺



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Gold Coast Gymnastics Inc.
 Name of Recreation Service Provider/Sports Official

59 - 21 - 67473
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Gymnastics Instruction

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>Current</u>	<u>City of Boynton Beach</u>	<u>Sharon Golden</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teaching Gymnastics + Tot Tumbling</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>Current</u>	<u>City of West Palm Beach</u>	<u>Diane Relphberg</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teaching Gymnastics + Tot Tumbling</u>	

<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>
Current	USAG Safety Certification	
	USAG Member	
	KAT Certification	

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 11/22/05	
PRODUCER Summit America Insurance Services, L.C. 7400 College Blvd., Ste. 100 Overland Park, KS 66210			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 Sports, Leisure & Entertainment RPG D/B/A Gold Coast Gymnastics Inc. 1420 Rupp Lane Lake Worth, FL 33460			COMPANIES AFFORDING COVERAGE INSURER A: Nationwide Mutual 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.						
LINE	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	FWC00000016885500	12:01 AM 11/8/2005	12:01 AM 11/8/2006	EACH OCCURRENCE \$ 1,000,000 FREEDOM LIABILITY (Per Ins) \$ 300,000 MED EXP. PER OCCURRENCE \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLETE AGG \$ 1,000,000 CONTRACT LEGAL LIABILITY COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FWC0000001688600	12:01 AM 11/8/2005	12:01 AM 11/8/2006	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - BI ACCIDENT \$ OTHER THAN AUTO ONLY: BI ACC \$ AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ RETENTION \$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				INC/PAYL TOY/LIMITS OFF SR \$ EL LACK RECOVERY \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
A	PARTICIPANT ACCIDENT	FWC0000001688600	12:01 AM 11/8/2005	12:01 AM 11/8/2006	AD&D \$ NONE Priority Medical \$ NONE Does Medical \$ 150,000 Weekly Income \$ X NONE	
DESCRIPTION OF OPERATION, LOCATION, BUSINESS, PRODUCTS, SERVICES, SPECIAL RISKS Location(s): 1420 Rupp Lane, Lake Worth, FL 33460 Certificate Holder is listed as an Additional Insured.						
CERTIFICATE HOLDER Palm Beach County Board of Commissioners 2700 6 th Ave South Lake Worth, FL 33461			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 CLAIM UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>			

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: Jill Autumn Rojas
 FIRST MIDDLE LAST

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

Jill Autumn White

DATE OF BIRTH: 74 8 29
 YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER: 262-81-6816

ADDRESS: 1374 Pinetta Circle
 NUMBER STREET APT#

CITY: Wellington STATE: FL.

ZIP CODE: 33414



**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:

Jill Autumn Rojas

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 |

_____	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

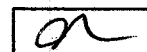
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

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

INITIAL:



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.



Applicant's Signature

8/8/06

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



INTER-OFFICE COMMUNICATION
PARKS & RECREATION DEPARTMENT

**Department of
Parks and Recreation**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
FAX: (561) 642-2640
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell


Mary McCarty

Burt Aaronson


County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

 printed on recycled paper

TO: Bob Weisman
County Administrator

THRU: Dennis Eshleman, Director 
Parks & Recreation Department
Anne Helfant, Assistant County Attorney

FROM: Pam Reidy, Director 
Recreation Services

DATE: September 1, 2006

RE: INDEPENDENT CONTRACTOR AGREEMENTS

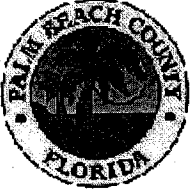
Board Resolution R2002-2103 authorizes the County Administrator or the Director of Parks and Recreation to execute standard independent contractor agreements for the provision of recreation instructors. Said resolution requires that the County Administrator approve any and all contracts totaling \$10,000 or greater. Contracts expected to total \$9,999.99 and less are to be approved by the Director of Parks and Recreation.

Attached for your signature is a contract for a Dance Program which represents total annual dollars in excess of the Director's approval authority.

Shelly Janssen Dance Instructor W. Boynton Recreation Center \$34,000.00

Please execute the attached contract.

Thank you.



Palm Beach County
Parks and Recreation Dept.

DATE : 09/05/2006

Contract Tracking System 0000001264

CONTRACT INFORMATION
Active

JANS00041006525200I

Certificate of Insurance

NAME : JANSSEN, SHELLY
 VENDOR CODE: JANS0004
 INSTRUCTOR: DANCE INSTRUCTOR
 ACCOUNT NUMBER : 0001-580-5252-00-3422
 LOCATION: WEST BOYNTON PARK & RECREATION CENTER
 PROGRAM: DANCE PROGRAM

CONTRACT DATE : 09/01/2006
 START DATE : 10/01/2006
 END DATE : 10/01/2007

CONTRACT AMOUNT :	34,000.00	REVENUE AMOUNT:	34,000.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	34,000.00	AMOUNT LEFT :	34,000.00

ASSIGNED CATEGORIES:

DANCE INSTRUCTOR 0.70 Pct

RECREATION SERVICES

ACCOUNT: 0001-580-5252-3422

VENDOR CODE: JANS0004

CONTRACT:

MC: *[Signature]*

PS: *[Signature]*

CC: *[Signature]*

CA: *[Signature]*

DD:

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 1 day of Sept, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Shelly Janssen, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth Dance 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 October 1, 2006 and will meet thereafter with the termination date of this agreement being October 1, 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): \$ 68/45 minute to 60 minute classes and \$80/90 minute classes, per student. 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 Thirty Four Thousand Dollars (\$34,000). 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: Dance Instructor
- b. Name of class or activity: Dance
- c. Day(s)/Date(s) Scheduled: Tuesday/Thursday/Saturday (11 Classes)
- d. Time Scheduled: Tues/Thurs 2:45 - 8:00pm and Saturday 9:30am - 2:00pm
- e. Location: West Boynton Park and Recreation Center
- f. A minimum of 8 and a maximum of 16 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
8/22/06

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 2 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 Newsletter 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:

Hugo Montenegro 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: Shelly Janssen.

CONTRACTOR'S Address: 7798 Belmont Drive Lake Worth, FL 33467

CONTRACTOR'S Phone No. (561) 434 - 0242

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

Jim Henkeman

SIGNATURE

JIM HENKEMAN

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Ronnie Johnson

DEPARTMENT DIRECTOR

Roger

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

INDEPENDENT CONTRACTOR

Shelly Janssen

SIGNATURE

Shelly Janssen, Dance Instructor

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delaney

COUNTY ATTORNEY

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: Shelly M. Janssen
FIRST MIDDLE LAST

Other names you have used in the past (including maiden names and nicknames):
Shelly M. Chayka

DATE OF BIRTH: 62 8 6
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

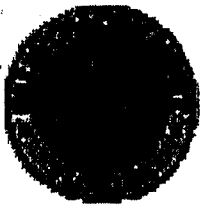
SOCIAL SECURITY NUMBER: 079-62-7148

ADDRESS: 7798 Belmont Drive
NUMBER STREET APT#

CITY: Lake Worth STATE: FL

ZIP CODE: 33467

ENTERED
8/22/06



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Shelly M. Janssen
 Name of Recreation Service Provider/Sports Official

019-62-7148
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Dance instruction
for children ages 3 and up

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>2001</u>	<u>West Boynton Park and Rec. Center</u>	<u>Jim Henn</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Dance instructor for students ages 3 and up</u>	<u>355-1125</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>1992-2001</u>	<u>City of Boynton Beach Park and Rec. Center</u>	<u>Sharon Golden</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Dance instructor for students ages</u> <u>3 and up</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 1990-1992	Atlantic High School	MR. Cooper

<u>Scope of Work</u>	<u>Contact #</u>
Dance instructor EBR students 3 & up	

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>
1978-1988	education/certification	Huburn, NY Donna Southwick
1980	Summer Workshops education/certification	Clinton, MA
1981-1988	Summer Workshops education/certification	
1990 ^{and} -2006	NYC - Dance Conventions including Dance educators of America, Dance Masters, Tremaine Conventions	

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.

SCOPE OF SERVICE

SHELLY JANSSEN

Mrs. Janssen will be providing dance instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, FL.

The program will be offered from August 2006 through September 2007 and will consist of tap, ballet and jazz instruction for students ages 3 and up.

A fee of \$68.00 is charged for eight-one hour classes and \$80.00 for eight-one and one-half hour classes. This fee applies to one-eight week session, consisting of one class per week. There are five-eight week sessions per program year.

Equipment used for the program will consist of ballet barres, tap floor and sound system.

**NAMED INSURED MEMBER
COMMERCIAL GENERAL LIABILITY DECLARATIONS CERTIFICATE**

Insurance Company Capitol Specialty Insurance Corporation	Policyholder Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg-B Wheaton, IL 60187								
Named Insured Member The Kid's Dance Company 6000 Northtree Boulevard Lake Worth, FL 33467	Certificate Policy Period Effective 5/1/06 Expiration 5/1/07 Coverage is effective and expires at 12:01am at the address of the insured member								
Insured Operations <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Policy Number</td> <td>CS218051</td> </tr> <tr> <td>Certificate Number</td> <td>11289</td> </tr> <tr> <td>Limits of Coverage</td> <td> \$2,000,000.00 General Aggregate Limit \$2,000,000.00 Products - Completed Operations Aggregate Limit \$1,000,000.00 Personal and Advertising Injury \$1,000,000.00 Each Occurrence Limit \$100,000.00 Fire Damage-Any One Fire \$5,000.00 Medical Expense Limit \$0.00 Property Damage Deductible Each Claim </td> </tr> <tr> <td>Premium, Taxes and Fees</td> <td> \$300.00 General Liability Premium \$5.00 Program Administrative Fee \$15.00 State Tax and Stamping Fee \$40.00 Filing Fee \$360.00 Total Amount Due From Member </td> </tr> </table>		Policy Number	CS218051	Certificate Number	11289	Limits of Coverage	\$2,000,000.00 General Aggregate Limit \$2,000,000.00 Products - Completed Operations Aggregate Limit \$1,000,000.00 Personal and Advertising Injury \$1,000,000.00 Each Occurrence Limit \$100,000.00 Fire Damage-Any One Fire \$5,000.00 Medical Expense Limit \$0.00 Property Damage Deductible Each Claim	Premium, Taxes and Fees	\$300.00 General Liability Premium \$5.00 Program Administrative Fee \$15.00 State Tax and Stamping Fee \$40.00 Filing Fee \$360.00 Total Amount Due From Member
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Hired/Non-Owned Automobile <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Policy Number</td> <td>Not applicable</td> </tr> <tr> <td>Limits of Coverage</td> <td>Not applicable</td> </tr> <tr> <td>Premium, Taxes and Fees</td> <td>Not applicable</td> </tr> </table>		Policy Number	Not applicable	Limits of Coverage	Not applicable	Premium, Taxes and Fees	Not applicable		
Policy Number	Not applicable								
Limits of Coverage	Not applicable								
Premium, Taxes and Fees	Not applicable								
Sexual Abuse/Molestation <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Policy Number</td> <td>Not applicable</td> </tr> <tr> <td>Limits of Coverage</td> <td>Not applicable Not applicable</td> </tr> <tr> <td>Premium, Taxes and Fees</td> <td>Not applicable</td> </tr> </table>		Policy Number	Not applicable	Limits of Coverage	Not applicable Not applicable	Premium, Taxes and Fees	Not applicable		
Policy Number	Not applicable								
Limits of Coverage	Not applicable Not applicable								
Premium, Taxes and Fees	Not applicable								
Excess/Umbrella <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Policy Number</td> <td>Not applicable</td> </tr> <tr> <td>Certificate Number</td> <td></td> </tr> <tr> <td>Limits of Coverage</td> <td>Not applicable</td> </tr> <tr> <td>Premium, Taxes and Fees</td> <td>Not applicable</td> </tr> </table>		Policy Number	Not applicable	Certificate Number		Limits of Coverage	Not applicable	Premium, Taxes and Fees	Not applicable
Policy Number	Not applicable								
Certificate Number									
Limits of Coverage	Not applicable								
Premium, Taxes and Fees	Not applicable								

**NAMED INSURED MEMBER
COMMERCIAL GENERAL LIABILITY DECLARATIONS CERTIFICATE**

Insurance Company Capitol Specialty Insurance Corporation	Policyholder Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg-B Wheaton, IL 60187
Named Insured Member The Kid's Dance Company 6000 Northtree Boulevard Lake Worth, FL 33467	Certificate Policy Period Effective 5/1/06 Expiration 5/1/07 Coverage is effective and expires at 12:01am at the address of the insured member
Location/Description of Operations 	

Schedule of Additional Insureds

The below entities are added as additional insured but only in respect to liability arising out of operations of the named insured during the policy term.

- | | | |
|---|------------------------------------|----|
| 1.
Palm Beach County
Board of County Commissioners
2700 6th Avenue South
Lakeworth, Florida 33461 | 2.
Palm Beach Community College | 3. |
| 4. | 5. | 6. |
| 7. | 8. | 9. |

This Certificate Issued By:

Francis L. Dean & Associates, Inc.
 1776 South Naperville Road, Bldg-B
 P.O. Box 4200
 Wheaton, IL 60189
 (630) 665-7011

Capitol Specialty Insurance Corporation certifies that the certificate holder named herein is insured under the Sports & Recreation Providers Association Purchasing Group Master Policy. The limits of liability, premium and effective date of coverage applicable to such certificate holder are as specified above. This certificate of insurance is not the contract of insurance. It is merely evidence of insurance provided under the Master Policy. All claims are paid according to the term of the Master Policy. To review a copy of the Master Policy, please e-mail glpolicy@fdean.com.

Authorized Purchasing Group Representative Francis L. Dean

**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:

Shelly M. Janssen

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 an elderly 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

_____	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:

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.

Shelly M. Jansen
Applicant's Signature

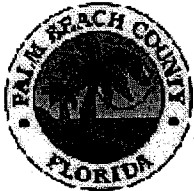
8-5-06
Date

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



Palm Beach County
Parks and Recreation Dept.

DATE : 09/05/2006

Contract Tracking System 0000001263

CONTRACT INFORMATION
Active

GRI163021006525200B

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

CONTRACT DATE : 08/24/2006
START DATE : 10/07/2006
END DATE : 11/26/2006

CONTRACT AMOUNT :	1,200.00	REVENUE AMOUNT:	1,200.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	1,200.00	AMOUNT LEFT :	1,200.00

ASSIGNED CATEGORIES:

BASKETBALL OFFICIAL 372.00 DAY

RECREATION SERVICES

ACCOUNT: 0001-580-5252-3422		VENDOR CODE: GRI16302		CONTRACT:	
MC: <i>[Signature]</i>	PS: <i>[Signature]</i>	CC: <i>[Signature]</i>	CA: <i>A.R.</i>	DD: <i>[Signature]</i>	

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 October 7, 2006 and will meet thereafter with the termination date of this agreement being November 26, 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 One Thousand Two Hundred Dollars (\$ 1200.00). 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 / October 7 - November 25, 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. 4th 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

Garrett Pearson

NAME (TYPE OR PRINT)

PALM BEACH COUNTY



DEPARTMENT DIRECTOR /

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

INDEPENDENT CONTRACTOR

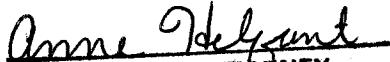


SIGNATURE

Freddie Price

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



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
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:

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 | 415.11 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| _____ | | 741.28 | domestic violence |
| _____ | | 782.04 | murder |
| _____ | | 782.07 | manslaughter, aggravated manslaughter of an elderly 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 |
| _____ | Sections | 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 |
| _____ | Former | | |
| _____ | Section | 794.041 | prohibited acts of persons in familial or custodial authority |
| _____ | 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 |
| _____ | | 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	874.05(1)	encouraging or recruiting another to join a criminal gang
_____ Chapter	893	drug abuse prevention and control only if the offense was 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.)

<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.

Pradip Singh
Applicant's Signature

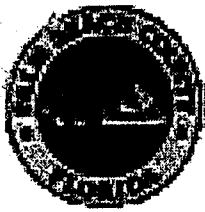
08/23/06
Date

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



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.

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

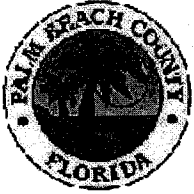
SOCIAL SECURITY NUMBER: 264-98-7534

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

CITY: Delray Beach STATE: FL.

ZIP CODE: 33444





Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001260

DATE : 08/25/2006

CONTRACT INFORMATION
Active

JOHNS1065780906523200A

NAME : JOHNSON, CARRENGTON
VENDOR CODE: JOHNS106578
INSTRUCTOR: YOUTH FLAG FOOTBALL
ACCOUNT NUMBER : 0001-580-5232-00-3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: FLAG FOOTBALL

CONTRACT DATE : 08/25/2006
START DATE : 09/23/2006
END DATE : 11/19/2006

CONTRACT AMOUNT : 405.00 REVENUE AMOUNT: 405.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 405.00 AMOUNT LEFT : 405.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE 15.00 GAME

RECREATION SERVICES

ACCOUNT: 0001-580-5232-3422

VENDOR CODE:

CONTRACT:

VC-106578

MC: JPP

PS: [Signature]

CC: [Signature]

CA: A. [Signature]

DD: [Signature]

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 Carrengton Johnson, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth Arena Flag Football Referee 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 September 23, 2006 and will meet thereafter with the termination date of this agreement being November 19, 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): \$12.00 per participants. Revenue Account No. 0001-580-5232-3422.
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 Four Hundred Five Dollars (\$ 405.00).
b. The CONTRACTOR's fee shall be the sum of \$15 per game or % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Arena League Flag Football Referee.
b. Name of class or activity: Youth Arena Flag Football League.
c. Day(s)/Date(s) Scheduled: Saturday(s) 9/23, 9/30 10/7, 10/14, 10/21, 10/28, 11/4, 11/11 and 11/18.
d. Time Scheduled: 11am - 2pm.
e. Location: Westgate Park and Recreation Center.
f. A minimum of 28 and a maximum of 42 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 8/22/06 [Signature]

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:

Lee Powell PH: 561-233-1415

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: Carrengton Johnson

CONTRACTOR'S Address: 17586 36th Ct North Loxahatchee Fl. 33470

CONTRACTOR'S Phone No. 561-793-5486

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

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Lee B. Powell
SIGNATURE

Lee B. Powell
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR

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

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Arena League Flag Football Referee
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Welyant
COUNTY ATTORNEY



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Carrington Johnson / Referee
Name of Recreation Service Provider/Sports Official

589-92-8330
FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2005-2006	Palm Beach Garden High	Coach Fluey
2005	Palm Beach Garden	Coach Hurley
2004	Palm Beach Garden	Coach Daniels

<u>Scope of Work</u>	<u>Contact #</u>
Varsity Football (2005-2006) player/student of game	561-694-7300
Junior Varsity (2005) player/student of the game	
Freshman Football (2004) player/student of the game	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 2005	3rd street church of christ	Larry Washington

<u>Scope of Work</u>	<u>Contact #</u>
Referee, some coaching with Intramural sports. Football, Volleyball, baseball.	833-3081

(C). Dates Agency/Company Representative

Scope of Work Contact #

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

Dates License/certification/education Location/Instructor

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.

Raymond Johnson

Youth Arena Flag Football – Scope of Services

This memo is being sent to provide a description of services rendered for the Westgate Park & Recreation Center's Youth Arena Flag Football League.

Carrington Johnson. will serve as a referee for the youth arena flag football games at the Westgate Recreation Center. Games will be governed by the Florida High School Athletic Association rules and supplemental rules related to the youth league.

Officiating services will be used for leagues ages 6-7 and 8-11 years old. Games will be played on Saturdays beginning September 23, 2006 through November 18, 2006 from 11:00am – 2:00pm.

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: Carrengton Rashard Johnson
FIRST MIDDLE LAST

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

n/a

DATE OF BIRTH: 89 12 23
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 589-92-8330

ADDRESS: 17586 36th CT North
NUMBER STREET APT#

CITY: Coxahatchee STATE: FL

ZIP CODE: 33470



**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:

Carlington Johnson

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 an elderly 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

_____	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:

CF

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.

Carlye J. Johnson
 Applicant's Signature

8-01-06
 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



MAIL TO: Palm Beach County
 Board of County Commissioners
 Purchasing Department
 Attention: Vendor Registration Desk
 50 South Military Trail, Suite 110
 West Palm Beach, FL 33415-3199
 Phone: (561) 616-6800 Fax: (561) 616-6811
 Web Address: www.pbcgov.com/pur

(Vendor Code to be assigned by P.B.C.)

VENDOR REGISTRATION FORM
 PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters(Legal Name) of Company: _____
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: Carrington Johnson
(List your D/B/A or fictitious name only if applicable.)

Organization Type: Individual Company

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number? 589-92-8330

1. Please list below your Headquarters address information: _____

Address: 17586 36th Ct North

City: Loxahatchee State/Province: FL

Zip/Postal Code: 33470 Country: U.S.A

Main Phone Number: 561-793-5486

Contact Name: Carrington Johnson E-mail Address: Johnson62@netscape.com
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-856-9627 Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

2. Please list below your payment address/accounts receivable department information addresses if necessary, or check here if Same as Headquarters:

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

3. Please list below your order processing department information and attach additional addresses if necessary, or check here if Same as Headquarters:

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

4. Licenses and Certifications:

Palm Beach County Occupational License Number: _____
(Contact the Palm Beach County Tax Collector's Office (561) 355-2272.)

List Others: Type: _____ Number: _____

Type: _____ Number: _____

5. List Company Officers or Principals Who Are Palm Beach County Employees or are Related to Palm Beach County Employees:

Name: Raymond Johnson Position/Title: Rec. Specialist I

Name: _____ Position/Title: _____

6. List Company Officials:

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

7. Are you interested in being Certified as a Small Business Enterprise or a Minority-Owned Business? YES
 NO

For more information, please contact the Palm Beach County Office of Small/Minority/Women Business Assistance at (561) 616-6840

8. Affix Authorized Signature of Company Officer or Principal (Required for Registration):

Print Name: Carriington Johnson Title: Partner

Signature: Carriington Johnson Date: 8-01-06

This section is to be completed by Purchasing: Is this vendor interested in SBE or Minority Certification? YES NO

If yes, date copy forwarded to OSBA: _____



Palm Beach County
Parks and Recreation Dept.

DATE : 08/25/2006

Contract Tracking System 0000001261

CONTRACT INFORMATION
Active

PAYNE1064120906523200A

NAME : PAYNE JR, MARVIN
VENDOR CODE: PAYNE106412
INSTRUCTOR: YOUTH FLAG FOOTBALL
ACCOUNT NUMBER : 0001-580-5232-00-3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: FLAG FOOTBALL

CONTRACT DATE : 08/25/2006
START DATE : 09/23/2006
END DATE : 11/19/2006

CONTRACT AMOUNT :	405.00	REVENUE AMOUNT:	405.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	405.00	AMOUNT LEFT :	405.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE 15.00 GAME

RECREATION SERVICES

ACCOUNT: 0001-580-5232-3422	VENDOR CODE: VC-106412	CONTRACT:
MC: JPP	PS: LOM	CC: J
	CA: a.g.	DD: J

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 Marvin Payne, Jr, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth Arena Flag Football Referee 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 September 23, 2006 and will meet thereafter with the termination date of this agreement being November 19, 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): \$12.00 per participants. Revenue Account No. 0001-580-5232-3422.
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 Four Hundred Five Dollars (\$ 405.00). 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 \$15 per game or _____ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Arena League Flag Football Referee.
 - b. Name of class or activity: Youth Arena Flag Football League.
 - c. Day(s)/Date(s) Scheduled: Saturday(s) 9/23, 9/30 10/7, 10/14, 10/21, 10/28, 11/4, 11/11 and 11/18.
 - d. Time Scheduled: 11am - 2pm.
 - e. Location: Westgate Park and Recreation Center.
 - f. A minimum of 28 and a maximum of 42 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 8/22/06 [Signature]

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:

Lee Powell PH: 561-233-1415

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: Marvin Payne Jr

CONTRACTOR'S Address: 6145 Newton Woods Drive W.P.B 33417

CONTRACTOR'S Phone No. (561) 667-4008

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

Nancy Beale
SIGNATURE

NANCY Beale
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Lee B. Powell
SIGNATURE

Lee B. Powell
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Roman Fuller
DEPARTMENT DIRECTOR

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

INDEPENDENT CONTRACTOR

Marvin Payne Jr
SIGNATURE

Marvin Payne Jr Football Referee
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delmont
COUNTY ATTORNEY

**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:

Marvin Payne Jr
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.

INITIAL: MP

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.


Applicant's Signature

8-3-06

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Marvin Payne / Referee
 Name of Recreation Service Provider/Sports Official

593-94-9225
 FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>(2006-2007)</u>	<u>Royal Palm Beach</u>	<u>Coach Patterson</u>
<u>(2005)</u>	<u>Royal Palm Beach</u>	<u>Coach Gullis</u>
<u>(98-05)</u>	<u>Lake Lytal</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Junior varsity football (2006-2007)</u>	
<u>Freshmen football (2005)</u>	
<u>Prep football, junior football, senior football</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>(2005)</u>	<u>3rd street church of christ</u>	<u>Larry Washington</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Referee, some coaching with intramural</u>	
<u>Sports football, volleyball, baseball.</u>	

<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>

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.

Youth Arena Flag Football – Scope of Services

This memo is being sent to provide a description of services rendered for the Westgate Park & Recreation Center's Youth Arena Flag Football League.

Marvin Payne Jr. will serve as a referee for the youth arena flag football games at the Westgate Recreation Center. Games will be governed by the Florida High School Athletic Association rules and supplemental rules related to the youth league.

Officiating services will be used for leagues ages 6-7 and 8-11 years old. Games will be played on Saturdays beginning September 23, 2006 through November 18, 2006 from 11:00am – 2:00pm.

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: marvin David Payne JR.
FIRST MIDDLE LAST

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

DATE OF BIRTH: 90 2 - 27
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 593-94-9225

ADDRESS: 6145 Newton Woods Drive
NUMBER STREET APT#

CITY: West Palm Beach STATE: Florida

ZIP CODE: 33417

ENTERED
8/22/06



MAIL TO: Palm Beach County
 Board of County Commissioners
 Purchasing Department
 Attention: Vendor Registration Desk
 50 South Military Trail, Suite 110
 West Palm Beach, FL 33415-3199
 Phone: (561) 616-6800 Fax: (561) 616-6811
 Web Address: www.pbcgov.com/pur

(Vendor Code to be assigned by P.B.C.)

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters(Legal Name) of Company: _____
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: MARVIN David Payne JR.
(List your D/B/A or fictitious name only if applicable.)

Organization Type: Individual Company

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number? 593-94-9225

1. Please list below your Headquarters address information: _____

Address: 6145 Newton Woods Drive

City: WPB State/Province: FL

Zip/Postal Code: 33417 Country: U.S.A

Main Phone Number: 561-667-4008

Contact Name: MARVIN D. PAYNE E-mail Address: _____
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-667-4008 Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

2. Please list below your payment address/accounts receivable department information addresses if necessary, or check here if Same as Headquarters:

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

3. Please list below your order processing department information and attach additional addresses if necessary, or check here if Same as Headquarters:

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

4. Licenses and Certifications:

Palm Beach County Occupational License Number: _____
(Contact the Palm Beach County Tax Collector's Office (561) 355-2272.)

List Others: Type: _____ Number: _____

Type: _____ Number: _____

5. List Company Officers or Principals Who Are Palm Beach County Employees or are Related to Palm Beach County Employees:

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

6. List Company Officials:

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

7. Are you interested in being Certified as a Small Business Enterprise or a Minority-Owned Business? YES NO

For more information, please contact the Palm Beach County Office of Small/Minority/Women Business Assistance at (561) 616-6840

8. Affix Authorized Signature of Company Officer or Principal (Required for Registration):

Print Name: Marvin D. Payne JR Title: Referee

Signature: *Marvin Payne JR* Date: 8-3-06

This section is to be completed by Purchasing: Is this vendor interested in SBE or Minority Certification? YES NO
If yes, date copy forwarded to OSBA: _____