

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 9, 2007

☒ 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 month of November.

A) Lori Alpern, Creative Arts, Lake Lytal Activity Building (ALPERN10327011065204C);

B) Joseph Hamilton, Breathing Workshop, West Jupiter Recreation Center (HAMIL1071081106523300B).

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 Agreements 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. Districts 1 & 2 (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 (2)

Recommended by: _____

Department Director

Date

12/7/06

Approved by: _____

Assistant County Administrator

Date

12/19/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>8,800</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>< 12,180 ></u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(3,380)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

	Contractor	FY2007	
		Revenue	Expense
A	Lori Alpern	\$180	\$400
B	Joseph Hamilton	\$12,000	\$8,400
	Total	12,180	8,800

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

Jim Dunt 12-12-06
OFMB
CN 12/14/06
mg 12-12-06

W. Du - J. Jacobus 12/18/06
Contract Development and Control
12/14/06

B. Legal Sufficiency:

Anne Delgant 12-18-06
Assistant County Attorney

This item complies with current
County policies.

C. Other Department Review:

Department Director

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



Palm Beach County
Parks and Recreation Dept.

DATE : 11/20/2006

Contract Tracking System 0000001280

CONTRACT INFORMATION
Active

ALPERN10327011065204 C

NAME : ALPERN, LORI
VENDOR CODE: ALPERN103270
INSTRUCTOR: CREATIVE ARTS
ACCOUNT NUMBER : 0001-580-5204- -3422
LOCATION: LAKE LYTAL ACTIVITY BUILDING
PROGRAM: CREATIVE ARTS

CONTRACT DATE : 11/20/2006
START DATE : 11/29/2006
END DATE : 12/22/2006

CONTRACT AMOUNT :	400.00	REVENUE AMOUNT:	400.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	400.00	AMOUNT LEFT :	400.00

ASSIGNED CATEGORIES:

CREATIVE ARTS 100.00 CLASS

RECREATION SERVICES				
ACCOUNT: 0001-580-5204-3422	VENDOR CODE: VC0000103270	CONTRACT: <u>ALPERN/03270/11065204/C</u>		
MC: <u>JS</u>	PS: <u>JS</u>	CC: <u>JS</u>	CA: <u>QPH</u>	DD: <u>JS</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 17 day of Nov., 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Lori Alpern, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Art 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 November 29, 2006 and will meet thereafter with the termination date of this agreement being December 22, 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): \$5.00 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 Four Hundred Dollars (\$400.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$100.00 per class or _____ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Lori Alpern
 - b. Name of class or activity: Creative Arts Drawing Class
 - c. Day(s)/Date(s) Scheduled: Wednesdays - 11/29, 12/6, 12/13, 12/20
 - d. Time Scheduled: 10:15am - 11:45am
 - e. Location: Lake Lytal Activity Building
 - 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
11/9/06

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:

Kristen Ray _____ PH: 966-7023 _____

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Lori Alpern _____

CONTRACTOR'S Address: 1505 North "O" Street, Lake Worth, FL 33460 _____

CONTRACTOR'S Phone No. (561) 586-1919 _____

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

Kristen Ray
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Lori Alpern
SIGNATURE

Lori Alpern
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delzant
COUNTY ATTORNEY

**KidzArt Curriculum Outline for
Palm Beach County
Parks & Recreation Department
4 week Session**

11/29/06 Zebra

Students will explore techniques for outlining, shading and blending through the use of vine charcoal on paper.

12/2/06 Batik Elephant

Students will explore the tradition wax-resist art technique of batik through the use of markers, crayons, watercolor, and paintbrushes on paper.

12/13/06 Paper Weaving

Students will explore a simple weaving technique through the use of various sizes and colors of construction paper.

12/20/06 Chinese Landscape

Students will explore a simple technique for Chinese Landscape drawing through the use of flair pens, paintbrushes and water on paper.

From: Stacy Staebell
Subject: Art classes

Hi Stacy,
Following is a list of materials we will be using for the KidzArt classes.

Drawing Paper
Scratch Paper
Black Markers
Colored Markers
Oil Pastels
Tissue Paper
Glue Sticks
water color pencils
paint & brushes
drawing mats
Flower pots
chenille stems
finger tip sponges
cardboard puzzles
wooden flowers

Lori



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

KidzArt

Name of Recreation Service Provider/Sports Officials

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 6/05 - Present	Wellington Community Center	Debby Esposito

Scope of Work

Contact #

Teaching ^{drawing} art classes using various media to include art markers, oil pastels, charcoal, soft pastels and collage

753-2484

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 6/05 - Present	Cambridge Schools	Erin Brandes

Scope of Work

Contact #

Teaching drawing classes using various media. 791-0013

Dates

Agency/Company

Representative

(C) 12/05-Present Elbridge Gale Elementary Patty Vico

Scope of Work

Contact #

Teaching drawing classes using various media including art markers, oil pastels, soft pastels and charcoal.

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

Dates

School/Training Location

Instructor

10/04 KidzArt Corporate Training Site Cris Cruckshank

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.

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, and periodically/annually thereafter. Please complete the information below and return it with your contract.

NAME: Lori Beth Alpern
FIRST MIDDLE LAST

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

Lori Beth Venice

DATE OF BIRTH: 1963 Sept. 13
YEAR MONTH DAY

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

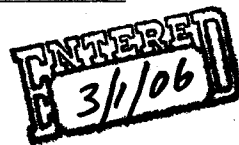
SEX: (PLEASE CIRCLE) Male ☒ Female

SOCIAL SECURITY NUMBER 060-44-1359

ADDRESS: 1505 North O Street
NUMBER STREET APT#

CITY: Lake Worth STATE: FL

ZIP CODE: 33460



**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: _____

Lon Alpern
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:

LA

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.

Loi Alper

Applicant's Signature

11/9/06

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 : 11/20/2006

Contract Tracking System 0000001281

CONTRACT INFORMATION

Active

HAMIL1071081106523300B

Certificate of Insurance

NAME : HAMILTON, JOSEPH
VENDOR CODE: HAMIL107108
INSTRUCTOR: BREATHING WORKSHOP
ACCOUNT NUMBER : 0001-580-5233-00-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: BREATHING WORK

CONTRACT DATE : 11/20/2006

START DATE : 11/30/2006

END DATE : 03/30/2007

CONTRACT AMOUNT :	8,400.00	REVENUE AMOUNT:	8,400.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	8,400.00	AMOUNT LEFT :	8,400.00

ASSIGNED CATEGORIES:

BREATHING WORKSHOP

0.70 PCT

RECREATION SERVICES			
ACCOUNT: 0001-580-5233-4721-09	VENDOR CODE: VC000000	CONTRACT:	11/11/07 10:31:06 2233MB
MC	PS	CC	DD

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 17 day of Nov, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Joseph Hamilton, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Breathing Workshop, 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 November 30, 2006 and will meet thereafter with the termination date of this agreement being March 30, 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): \$50.00 per class. Revenue Account No. 0001-580-5233-4721-09.
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 Eight thousand four hundred Dollars (\$8,400.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Leisure activity/ Joseph Hamilton
 - b. Name of class or activity: The Magic of Breath
 - c. Day(s)/Date(s) Scheduled: Tuesdays and Thursdays, November 30, 2006 through March 29, 2007.
 - d. Time Scheduled: 10:00 am to 12:00 pm
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 3 and a maximum of 15 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
11/9/06 16

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 14 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:
Alison Schram PH: 561-747-3455
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Joseph Hamilton
CONTRACTOR'S Address: 102 Osceola Lane, Jupiter, Florida 33458
CONTRACTOR'S Phone No. 561-965-6641
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

Alison Schram

SIGNATURE

Alison Schram
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

Joseph Hamilton

SIGNATURE

Joseph Hamilton
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Helgand
COUNTY ATTORNEY

AMERICAN MASSAGE THERAPY ASSOCIATION

PALM BEACH COUNTY CS

Insurance Memorandum Occurrence Coverage

CERTIFICATE NUMBER: AHC-2006538

ADMINISTRATOR:

Seabury & Smith
1440 N. Renaissance Drive
Park Ridge, IL 60068-1400
847-803-3100

COMPANY AFFORDING COVERAGE

Chicago Insurance Company
55 E. Monroe Street
Chicago, Illinois 60603

INSURED

The American Massage Therapy Association
JOE HAMILTON
102 OSCEOLA LANE
JUPITER, FL 33458

COVERAGE EFFECTIVE DATE: 9/19/06

COVERAGE EXPIRATION DATE: 9/01/07

COVERAGES:

Professional Liability Including Personal Injury
General Liability Including:
Contractual Liability
Advertising Liability
Lost Liquor Liability
Fire Legal Liability
Product & Completed Operations

LIMIT OF LIABILITY

\$2,000,000 each accident
\$6,000,000 aggregate*

COMMENTS:

*THE AGGREGATE LIMIT OF LIABILITY SHALL APPLY SEPARATELY TO EACH SOLE PROPRIETORSHIP, PARTNERSHIP OR OTHER ORGANIZATION OWNED & OPERATED BY ONE OR MORE INDIVIDUALS REGISTERED ACTIVE PROFESSIONAL OR ASSOCIATE MEMBER(S) OF AMTA AS WELL AS ANY OTHER INDIVIDUAL ACTIVE PROFESSIONAL OR ASSOCIATE MEMBER WHO IS NOT A SOLE PROPRIETOR, PARTNER, EXECUTIVE OFFICE, DIRECTOR, STOCKHOLDER, OR EMPLOYEE OR AN ENTITY DEFINED HEREIN.

THE PERSON/ENTITY SPECIFIED BELOW IS AN ADDITIONAL INSURED UNDER THIS INSURANCE AS OF THE INDICATED DATE BUT ONLY AS RESPECTS CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF THE SPECIFIED INSURED WHILE PERFORMING MASSAGE THERAPY OPERATIONS.

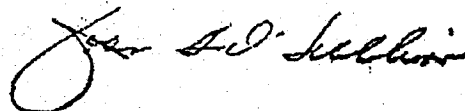
ADDITIONAL INSURED

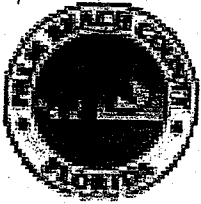
PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS
2700 6TH AVE SOUTH
LAKE WORTH, FL 33461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

JOSEPH R. HAMILTON
Name of Recreation Service Provider/Sports Official

215-62-3614
FEI/Social Security Number

1. Which service(s) are you interested in providing? MAGIC OF BREATH
WORKSHOP

2. List prior work experience in providing this service:

<u>(A).</u>	<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
	<u>Owner</u>	<u>OF</u>	<u>HAMILTON THERAPY</u>

Scope of Work

Contact #

MEDICAL MASSAGE, REFLEXOLOGY
NEUROMUSCULAR RE-ED TRIGGER PT.
THERAPY YOGA STRETCHING DEEP
BREATHING, SWEDISH, SPORTS

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

Scope of Work

Contact #

(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

LICENSED & CERTIFIED BY THE
STATE OF FL. IN
MASSAGE AND HYDROTHERAPY
SUDARSA KRISHNA ART OF LIVING FOUNDATION

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.

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: Joseph R. HAMILTON
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1954 10 19
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 215-62-3614

ADDRESS: 102 OSCEOLA LANE
NUMBER STREET APT#

CITY: JUPITER STATE: FL.

ZIP CODE: 33458



**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:

Joseph Hamilton

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
<input type="checkbox"/> 787.04(3)	pending custody proceedings
<input type="checkbox"/> 790.115(1)	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(2b)	exhibiting firearms or weapons within 1,000 feet of a school
<input type="checkbox"/> 794.011	possessing an electric weapon or device, destructive device, or other weapon on school property
<input type="checkbox"/> 794.041	sexual battery
<input type="checkbox"/> Chapter 796	prohibited acts of persons in familial or custodial authority (former)
<input type="checkbox"/> Section 798.02	prostitution
<input type="checkbox"/> Chapter 800	lewd and lascivious behavior
<input type="checkbox"/> Section 806.01	lewdness and indecent exposure
<input type="checkbox"/> Chapter 812	arson
<input type="checkbox"/> Sections 817.563	felony theft and/or robbery
<input type="checkbox"/> 825.102	fraudulent sale of controlled substances, if the offense was a felony
<input type="checkbox"/> 825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<input type="checkbox"/> 825.103	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
	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.

Joseph R. Smith
Applicant's Signature

10/31/06
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