Agenda Item #: 3.M.18.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

| Meeting Date: | February 6, 2007 | | [X] Consent | [] Regular | |
|----------------------|------------------|--|--------------|-------------------|--|
| | | | [] Ordinance | [] 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 December.

- A) Kerry Maxaner, Dog Obedience Instructor, West Boynton Park & Recreation Center (MAXA1080150107525200A);
- B) Aaron Banfield, Wheelchair Rugby Official, Therapeutic Recreation Center (BANF000101075204G);
- C) Kerin Bowen, Wheelchair Rugby Official, Therapeutic Recreation Center (KE10202301075204C);
- D) Bernard Crawford, Wheelchair Rugby Official, Therapeutic Recreation Center (CRAW001901075204G);
- E) Accellearn L.L.C., Children's Technology Workshop, West Boynton Park & Recreation Center. (ACCE1021170107525200A);
- F) John Bishop, Wheelchair Rugby Official, Therapeutic Recreation Center, (BISH658001075204D);
- G) Cindy Martling, Stroller Power Exercise Class, West Jupiter Recreation Center. (MART1087500107523300A).

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: Indep | pendent Contractor Agreements (/) | on on the Military section of the se |
|--------------------|-----------------------------------|--|
| Recommended by: | Dunis Inllum | 1-12-07 |
| | Department Director | Date |
| Approved by: | Chil | 1/29/07 |
| | Assistant County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|---|-----------|--------------|------------|------------|------|
| Capital Expenditures | -0- | <u>-0-</u> | 0 | 0 | 0 |
| Operating Costs | 9,590 | <u>-0-</u> | 0- | -0- | 0 |
| External Revenues | (13,072) | <u>-0-</u> | <u>-0-</u> | 0 | 0- |
| Program Income (County) | 0- | <u>-0-</u> | <u>-0-</u> | 0- | 0- |
| In-Kind Match (County) | 0- | 0- | 0 | 0- | 0 |
| NET FISCAL IMPACT | (3,482) | 0 | 0 | <u>-0-</u> | 0 |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |
| Is Item Included in Curren | t Budget? | Yes X | No | | |
| Budget Account No.: | Fund 000 | 1 Department | 580 Unit | various | |
| | Object 34 | 22 Program _ | | | |

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

| | Contractor | FY2007 | | |
|---|-------------------|---------|---------|--|
| | | Revenue | Expense | |
| Α | Kerry Maxaner | 2,429 | 1,700 | |
| В | Aaron Banfield | 2,800 | 600 | |
| С | Kerin Bowen | 0 | 600 | |
| D | Bernard Crawford | 0 | 600 | |
| Е | Accellearn L.L.C. | 4,500 | 3,150 | |
| F | John Bishop | 0 | 600 | |
| G | Cindy Martling | 3,343 | 2,340 | |
| | Total | 13,072 | 9,590 | |

| C. | Departmental Fiscal Review: | ckopelakis | |
|----|-----------------------------|------------|--|
| | | | |

| C. Departmental Fiscal Review: | leis |
|--|--|
| III. REVIEW C | <u>OMMENTS</u> |
| A. OFMB Fiscal and/or Contract Development a | and Control Comments: |
| Ambrel 1.24.07 | Am I tacolor tipopor |
| B. Legal Sufficiency: | Contract Development and Control |
| anne Helyant 1-29-07 | This item complies with current County policies. |
| Assistant County Attorney | |
| C. Other Department Review: Department Director | |

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



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001285

DATE : 12/15/2006

CONTRACT INFORMATION Active

MAXA1080150107525200A

Certificate of Insurance

NAME :

MAXANER, KERRY

VENDOR CODE:

MAXA108015

INSTRUCTOR:

DOG OBEDIENCE

ACCOUNT NUMBER: 0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

DOG OBEDIENCE

CONTRACT DATE: 12/15/2006

START DATE :

01/20/2007

END DATE :

09/30/2007

CONTRACT AMOUNT :

1,700.00 REVENUE AMOUNT:

1,700.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,700.00 AMOUNT LEFT :

1,700.00

ASSIGNED CATEGORIES:

DOG OBEDIENCE CLASS

0.70 PCT

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| ACCOUNT | 0001-580-5252-3422 | VENDOR C | ODE: VC0000108015 | CONTRACT: | The State of the S | NAME OF THE OWNERS OF |
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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 13 day of 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Kerry Maxaner DBA All American Critter Company, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Dog Obedience</u> 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. <u>Term</u>: The class, activity or service will begin on <u>January 20</u>, <u>2007</u> and will meet thereafter with the termination date of this agreement being <u>September 30</u>, <u>2007</u>.
- 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 <u>One Thousand Seven Hundred Dollars</u> (\$1,700). 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: <u>Dog Obedience Instructor</u>
- b. Name of class or activity: Beginner Dog Obedience Classes
- c. Day(s)/Date(s) Scheduled: Saturday
- d. Time Scheduled: <u>10:00am 11:00am</u>
- e. Location: West Boynton Park and Recreation Center
- f. A minimum of <u>4</u> and a maximum of <u>8</u> 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.



- 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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 <u>2</u> 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.
- 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 <u>Newsletter</u> and public service announcements.

- 10. <u>Exhibits</u>: 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:

| Ulivera Mandanania | DILL | EO4 0EE 440 |
|--------------------|------|--------------|
| Hugo Montenegro | PH: | 561-355-1125 |

- 12. <u>Indemnification</u>: 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: Kerry Maxaner DBA All American Critter Company

CONTRACTOR'S Address: 5943 Timber Valley Way Dr. Lake Worth, FL 33463

CONTRACTOR'S Phone No. (561) 628-2689

- 14. <u>Remedies:</u> 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. <u>Availability of Funds</u>: 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. <u>Arrears:</u> 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. <u>Public Entity Crimes:</u> 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. <u>Entirety of Contractual Agreement:</u> 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.

COUNTY ATTORNEY

| PALM BEACH COUNTY WITNESS | PALM BEACH COUNTY |
|-------------------------------------|--|
| Vana E. Boilo | Demin Julian |
| NANCY F. Beale NAME (TYPE OR PRINT) | DEPARTMENT DIRECTOR COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| SIGNATURE SIGNATURE | Kerry Maxanor Owner |
| NAME (TYPE OR PRINT) | name & TITLE TYPE OR PRINT) dba All American Critter |
| | Company. |
| APPROVED AS TO FORM AND | |

SCOPE OF SERVICE

Kerry Maxaner

Kerry Maxaner will be providing dog obedience instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, FL.

The program will be offered from January 2007 through August 2007 and will consist of dog obedience skills such as voice commanding, behavior modification, and problem solving for students ages 16 and up.

A fee of \$74.00 is charged for eight-one hour classes. This fee applies to oneeight 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 dog leash and collar. Proof of vaccinations are required to attend the class.

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| Ker Nam | e of Recreation Service Provider/Sports Official Company FEI/Social Security Number |
|------------|---|
| 1. | Which service(s) are you interested in providing? |
| • | Group Dog Training Gasses |
| 2. | List prior work experience in providing this service: |
| | Dates Agency/Company Representative - Self |
| | 102 - present All American Critter Company |
| | '01-02 DBA IN Home Conine Services by Kerry Maxo |
| | Scope of Work Contact # |
| | Providing Private In Home (561)628-2689 Dog training, behavior modification, and problem |
| | Dog training, behavior modification, and problem |
| | Solving sérvices. |
| | Dates Agency/Company Representative Birgit Faller |
| · | |
| | Scope of Work Contact # |
| | Working as an independent 1561)371-6239 |
| | contractor praviding private in home as well |
| | as group class dog training and tehaviors |
| - | Indification) |

PALM BEACH COUNTY APPLICANT BACKGROUND INFORMATION

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in <u>any</u> 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: _ | KERRY | | MAX | aner | |
|------------|---------------------|-------------------------|----------------|-----------------|------|
| TV/HVIL). | FIRST | MIDDLE | | LAST | |
| Other name | es you have used in | the past (including | maiden names a | and nicknames): | |
| Ke | rry Ai | lbert | | | |
| DATE OF | BIRTH: 195 | 19/October | /13 | | |
| | YEAR | / MONTH/ | DAY | | |
| RACE: (PI | LEASE CIRCLE) | Black Alaskan Native | White Unknown | Asian | |
| SEX: (PLE | ASE CIRCLE) | Male | Female | | |
| SOCIAL S | ECURITY NUMB | BER: 4/16-11 | -6709 | | |
| | : 10,6 78 | 7 LNC | ^ | | |
| | - NUMB - Reen | ER ACRES | STREET | FL | APT# |
| CITY: | | | STATE: | | |
| ZIP CODE | : 33463 |) | | 17/06 I | |

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|-------------|--|---|------------------|---|---|--|--|---|
| PROD | | | | AVIT OF FIVUIL | | | | 09-13-2006 |
| US 81 | AA 28 | INSURANCE AG 46 P:(888)242 | | Y, INC/PHS 30 F:(877)905-0457 | 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 HELOW. | | | |
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| | | TIMBER VALL | Y D | R. | INSURER D: | | • | |
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| CO | /ER | AGES | | | | | | |
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| NSR LTR | | TYPE OF INSURANCE | | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIM | |
| | GEN | ERAL LIABILITY | | | | | EACH OCCURRENCE | 1,000,000 |
| A | | COM VERCIAL GENERAL LIABI | | 65 SBM RZ3715 | 07/29/06 | 07/29/07 | FIRE DAMAGE (Any one fire) | \$300,000 |
| | | CLAIMS MADE X O | | | | | MED EXP (Any one person) | \$10,000 |
| | X | Business Li | an | | | | PERSONAL & ADV INJURY | £1,000,000 £2,000,000 |
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| A | AUT | COMOBILE LIABILITY OUTUR YEAR | | 65 SBM RZ3715 | 07/29/06 | 07/29/07 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | ALL OWNED AUTOS SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) | s |
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Please print complete name 160 Au American Critter
of any criminal records relating to the following list, regardless of Com

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 | | relating to sexual misconduct with certain developmentally disabled clients |
|---------------------------------------|-------------|--|
| | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| Sections | | 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 | | prostitution |
| Section | 798.02 | lewd and lascivious behavior |
| Chapter | 800 | lewdness and indecent exposure |
| | 806.01 | arson |
| Chapter | 812 | felony theft and/or robbery |
| Sections | s 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 i | initialed above. Attach another sheet if necessary.) |
| Description | Dates |
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| The above statements are true and comp | lete to the best of my knowledge. INITIAL: |
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| By signing this section I offi | from that I have not been always I found will be a like an always I for the same of the sa |
| by signing this section, I am | rm that I have not been charged, found guilty or entered a plea of |
| guilty of noio 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 | at I do not have a delinquency record that is similar to any of these |
| offenses. | |
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| | 1. 1. 1. 1. |
| Jun 18/2 and | 11/11/04 |
| Applicant's Sig | nature / Date |
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| | |
| | <u>OR</u> |
| | |
| By signing this section, I dec | lare that my record may contain one or more of the foregoing |
| Disqualifying charges, acts of | or offences and that the explanation I have provided is complete |
| and true with regard to any o | f the above charges under the provisions of the Florida Statutes or |
| under any similar stature of a | another inviediction |
| and any similar statute of a | modici jurisulcuon. |
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| | |
| Applicant's Signal | ture Date |



Palm Beach County Parks and Recreation Dept.

DATE : 12/06/2006

Contract Tracking System 0000001282

CONTRACT INFORMATION Active

BANF000101075204

NAME :

BANFIELD, AARON

VENDOR CODE:

BANF0001

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER: 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION CENTER

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE: 12/06/2006

START DATE :

01/12/2007

END DATE :

01/15/2007

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT :

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY

35.00 GAME

RECREATION SERVICES

ACCOUNT: 0001-580-5204-3422

VENDOR CODE: BANF0001

CONTRACT

MC:

PS: 04

CC:

CA: 12 194.

nn:

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 6 day of 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Aaron Banfield, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> 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. <u>Term</u>: The class, activity or service will begin on <u>January 12, 2007</u> and will meet thereafter with the termination date of this agreement being January 15, 2007.
- 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): 400.00 per team. Revenue Account No. 0001-580-5204-4721.

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 six hundred Dollars (\$ 600.00). 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: January 12- January 14, 2007 .
- d. Time Scheduled: 9am-9pm
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> 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.

- 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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.
- 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.
- 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 <u>Leisure Times</u> and public service announcements.

- 10. <u>Exhibits</u>: 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:

| Nick Priolo | PH: | (561) | 966-7020 | |
|-------------|-----|-------|----------|--|
| | | | | |

- 12. <u>Indemnification</u>: 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: <u>Aaron Banfield</u>

CONTRACTOR'S Address: 6313 Eagle Point Drive, Liberty Township, Ohio 45011

CONTRACTOR'S Phone No. __(561) 436-4351

- 14. <u>Remedies:</u> 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. <u>Availability of Funds</u>: 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. <u>Arrears:</u> 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 | PALM BEACH COUNTY |
|------------------------------------|---|
| Manuel. Boole | DEPARTMENT DIRECTOR |
| SIGNATURE | |
| NAME (TYPE OR PRINT) | COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| Jacke Lambert | Onner - |
| SIGNATURE | SIGNATURE |
| Jackie Lambert, Program Condinator | Harm Banfield |
| Joseph Maria Maria Maria | NAME & TITLE (TYPE OR PRINT) |
| Name& Title(Type Or Print) | |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

anne Odelgent



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| List prior work experience | e in providing this service: | |
|---|--|-----------------------|
| <u>Dates</u> | Agency/Company | <u>Representative</u> |
| (A). 3/10-3/11 | Atlantic Seco | Sonals |
| | PB County Parts + | Rec. |
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| Scope of Work | | Contact # |
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| <u>Dates</u> (B). | Agency/Company | <u>Representative</u> |
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| Scope of Work | | Contact # |

| (C). | <u>Dates</u> | | Agency/Company | Rep | <u>resentative</u> |
|---------|----------------------------------|---------------|---|------------------|--|
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| | Scope of Worl | <u>k</u> | | • | Contact # |
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| List an | y licenses/cert | tification yo | u have completed relevant (| to providing thi | s service: |
| | ny licenses/cert <u>Dates</u> | ification yo | u have completed relevant t <u>School/Training Locatio</u> | | s service: <u>Instructor</u> |
| | | ification yo | | | |
| | | ification yo | | | |
| | | ification yo | | | |
| Are yo | <u>Dates</u> | ur employe | | <u>n</u> | Instructor |

BACKGROUND INFORMATION

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

| NAME: Aaron | | Joseph | | Banfield |
|--|------------------|---------------|---------------|-------------|
| FIRST | | MIDDLE | | LAST |
| Other names you have used in | n the past (inc | luding maiden | names and nic | knames): |
| - Andrew Control of the Control of t | <u> </u> | | | |
| DATE OF BIRTH: | 1976 | 12 | 05 | |
| | YEAR | MONTH | DAY | |
| RACE: (PLEASE CIRCLE) | Black | ζ . | White | Asian |
| | Alasl | can Native | Unknown | |
| SEX: (PLEASE CIRCLE) | Male | | Female | |
| SOCIAL SECURITY NUMI | BER <u>373-9</u> | 0-4736 | · | |
| | | | | • |
| ADDRESS: 6313 | | e Point Drive | | N/A APT# |
| NUMBER | STR | EEI | | AF 1# |
| CITY: <u>Liberty Township</u> S | TATE: Ohio | <u> </u> | | |
| ZIP CODE: 45011 | | | | 13906 D |

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: | Aaron Banfield | |
|------------|----------------------------|---|
| | 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 | s 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
|-------------|-------------|--|
| | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| Sections | s 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 | | prostitution |
| | 798.02 | lewd and lascivious behavior |
| Chapter | | lewdness and indecent exposure |
| | 806.01 | arson |
| Chapter | | felony theft and/or robbery |
| Section | | 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 |
| * | 005105 | person or disabled adult |
| | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |
| | | |

| 826.04 827.03 827.04 | incest |
|--|--|
| ************************************** | child abuse, aggravated child abuse, or neglect of a child |
| | 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 otl |
| | person involved in the offense was a minor |
| Section 985.4045 | sexual misconduct in juvenile justice programs |
| planation: (Provide details of any items init | tialed above. Attach another sheet if necessary.) |
| scription | <u>Dates</u> |
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| e above statements are true and complete | te to the best of my knowledge. INITIAL: |
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| guilty or nolo contendere (no charges under the provisions o | m that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another I do not have a delinquency record that is similar to any of these ature |
| guilty or nolo contendere (no charges under the provisions of jurisdiction. I also affirm that offenses. | contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another I do not have a delinquency record that is similar to any of these |
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| By signing this section, I declar Disqualifying charges, acts or and true with regard to any of | contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another. I do not have a delinquency record that is similar to any of these ature Date OR are that my record may contain one or more of the foregoing offences and that the explanation I have provided is complete the above charges under the provisions of the Florida Statutes or |



Palm Beach County Parks and Recreation Dept.

DATE : 12/06/2006

Contract Tracking System 0000001284

CONTRACT INFORMATION Active

KE10202301075204 C

NAME :

BOWEN, KERIN

VENDOR CODE:

KE102023

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION CENTER

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

12/06/2006

START DATE :

01/12/2007

END DATE :

01/15/2007

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY

35.00 GAME

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the day of Dec., 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Kerin Bowen, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> 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. <u>Term</u>: The class, activity or service will begin on <u>January 12, 2007</u> and will meet thereafter with the termination date of this agreement being <u>January 15, 2007</u>.
- 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): 400.00 per team. Revenue Account No. 0001-580-5204-4721.

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 six hundred Dollars (\$ 600.00). 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament
- c. Day(s)/Date(s) Scheduled: January 12- January 14, 2007 .
- d. Time Scheduled: 9am-9pm .
- e. Location: Club Managers Association of America Therapeutic Recreation Complex .
- f. A minimum of <u>6</u> and a maximum of <u>10</u> 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.

- 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. <u>Taxes</u>: 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. <u>Termination</u>: 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 <u>Leisure Times</u> and public service announcements.

- 10. <u>Exhibits</u>: 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:

| Nick Priolo | PH: (561) 96 | 66 ₋ 7020 |
|-------------|--------------|----------------------|
| MICK FIIOIO | יש נוטטון או | 00-7020 |

- 12. <u>Indemnification</u>: 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: Kerin Bowen .

CONTRACTOR'S Address: 6313 Eagle Point Drive, Liberty Township, Ohio 45011 .

CONTRACTOR'S Phone No. (987) 286-2860 .

- 14. <u>Remedies:</u> 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. <u>Availability of Funds</u>: 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. <u>Arrears:</u> 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. <u>Criminal History Records Check:</u> 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. <u>Entirety of Contractual Agreement:</u> 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 | PALM BEACH COUNTY |
|---|---|
| SIGNATURE of Beale | DEPARTMENT DIRECTOR |
| Nancy F. Beale NAME (TYPE OR PRINT) | COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| SIGNATURE | SIGNATURE SIGNATURE |
| Jackie Lambert, Program Name& Title(Type Or Print) | Kein Bowlin NAME & TITLE (TYPE OR PRINT) |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| | | e Wheelchair Ru |
|--|---|--|
| List prior work experience | in providing this service: | |
| <u>Dates</u> | Agency/Company | <u>Representative</u> |
| (A). Mar 10-11,2006 | Atlantic Sectionals | and the second s |
| | Atlantic Sectionals PBC POWD & Rec. Dept | 4 |
| | | |
| Scope of Work | | <u>Contact #</u> |
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| To proceed the second | | |
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| the same and surgery and a sur | | |
| Dates | Agency/Company | Representative |
| (B). | Agency/Compuny | Kepresenunve |
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| | | <u> </u> |
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| Scope of Work | | Contact # |

| <u>Dates</u> | Agency/Company | <u>Representative</u> |
|--|---|---------------------------------------|
| (C). | | |
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| | | |
| Scope of Work | | <u>Contact #</u> |
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| | | |
| List any licenses/certificatio | on you have completed relevant to prov | iding this service: |
| List any licenses/certificatio | | |
| | on you have completed relevant to prov | iding this service: <u>Instructor</u> |
| | | |
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| | | |
| <u>Dates</u> Are you or any of your emp | School/Training Location Sloyees related to anyone employed by | Instructor |
| <u>Dates</u> | School/Training Location Sloyees related to anyone employed by | Instructor |
| Are you or any of your emp | School/Training Location Sloyees related to anyone employed by | Instructor |

BACKGROUND INFORMATION

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

| NAME: KIRIN FIRST | Middle | Bowen |
|------------------------------|---|---------------------------------------|
| Other names you have used in | the past (including maiden names and ni | icknames): |
| DATE OF BIRTH: | 1975 Ang 31 YEAR MONTHY DAY | |
| RACE: (PLEASE CIRCLE) | Black White Alaskan Native Other | Asian |
| SEX: (PLEASE CIRCLE) | Male Female | |
| SOCIAL SECURITY NUMBER | ER 316-78-3953 | · · · · · · · · · · · · · · · · · · · |
| ADDRESS: Wax 63/3 NUMBER | STREET Point Dr | APT# |
| CITY: Uberty Two | STATE: 0 H | |
| ZIP CODE: 45011 | | 11/30/06 |

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: | | | Kerin Bowen |
|---|---------------------|---------------------------------|--|
| | | | Please print complete name |
| whether or not the Beach County Pa | ose rec irks and | ords have bee I Recreation I | existence of any criminal records relating to the following list, regardless of an sealed or expunged. I understand that I am also obligated to notify Palm Department of any possible disqualifying offenses that may occur while the County Parks and Recreation Department. |
| Initial next to all that | t apply a | nd provide a brie | f explanation below: |
| | | 202 125 | |
| Se | ections | 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
| | ationa | 394.4593 415.111 | relating to sexual misconduct with certain mental Health patients |
| | Zuons | 741.30 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| ***** | | 741.50 | 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 |
| ····· | | 702.07 | 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 |
| <i>I</i> · | | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| C | hapter | 796 | prostitution |

lewd and lascivious behavior

felony theft and/or robbery

person or disabled adult

lewdness and indecent exposure

fraudulent sale of controlled substances, if the offense was a felony

abuse, aggravated abuse, or neglect of disabled adults or elderly persons

lewd or lascivious offenses committed upon or in the presence of an elderly

exploitation of disabled adults or elderly persons, if the offense was a felony

Section 798.02

Section 806.01 Chapter 812

Sections 817.563

825.102

825.1025

825.103

Chapter 800

| 826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045 Explanation: (Provide details of any items in | incest child abuse, aggravated child abuse contributing to the delinquency or negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another drug abuse prevention and control person involved in the offense was sexual misconduct in juvenile just | to join a criminal gang l only if the offense was a s a minor tice programs | felony or if any other |
|---|---|--|------------------------|
| Description | | <u>Dates</u> | |
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| The above statements are true and comple | ete to the best of my knowledge. | INITIAL: | ians |
| guilty or nolo contendere (no charges under the provisions | rm that I have not been charged, contest), regardless of the adjuct of the Florida Statutes or under t I do not have a delinquency remarks. | dication, to any of the any similar statute of | foregoing another |
| | OR | | |
| Disqualifying charges, acts or | lare that my record may contain roffences and that the explanatif the above charges under the pr | on I have provided is | complete |
| Applicant's Signat | ure | Date | |



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001283

DATE : 12/06/2006

CONTRACT INFORMATION

CRAW001901075204

NAME:

CRAWFORD, BERNARD

VENDOR CODE:

CRAW0019

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER: 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION CENTER

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE: 12/06/2006

START DATE :

01/12/2007

END DATE :

01/15/2007

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY

35.00 GAME

RECREATION SERVICES ACCOUNT: 0001-580-5204-3422 VENDOR CODE: CRAW0019 CONTRACT: MCC PS: QQ CC: Q CA: Q.OH. DD: QQ

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the _____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Bernard Crawford</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> 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. <u>Term</u>: The class, activity or service will begin on <u>January 12, 2007</u> and will meet thereafter with the termination date of this agreement being <u>January 15, 2007</u>.
- 2. <u>Fees</u>: 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): <u>400.00 per team</u>. Revenue Account No. <u>0001-580-5204-4721</u>.

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 six hundred Dollars (\$ 600.00). 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament
- c. Day(s)/Date(s) Scheduled: January 12- January 14, 2007 .
- d. Time Scheduled: 9am-9pm.
- e. Location: Club Managers Association of America Therapeutic Recreation Complex .
- f. A minimum of <u>6</u> and a maximum of <u>10</u> 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.

- 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. <u>Taxes</u>: 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. <u>Termination</u>: 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 <u>Leisure Times</u> 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:

| Nick Priolo | * | рн٠ | (561) 966-7020 | 'n | |
|--------------|---|-----|----------------|----|--|
| INICK FILORO | | ΓП. | 10011800-7020 | .U | |

- 12. <u>Indemnification</u>: 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: Bernard Crawford .

CONTRACTOR'S Address: 561 Kingsbury Court, Wellington, Florida 33414

CONTRACTOR'S Phone No. __(561) 790-0516

- 14. <u>Remedies:</u> 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. <u>Availability of Funds</u>: 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.
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- 18. <u>Criminal History Records Check</u>: 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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

| PALM BEACH COUNTY WITNESS | PALM BEACH COUNTY |
|--|---|
| Many E. Beale SIGNATURE | DEPARTMENT DIRECTOR |
| NANCY E. Beale NAME (TYPE OR PRINT) | COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| Jacke Lambet | Glangel |
| Jackie Lambert, Program Coordinator | Bernard Crawford |
| JULKE CUMBERS, PROGRAM CORVINGOR | NAME & TITLE (TYPE OR PRINT) |
| Name& Title(Type Or Print) | |
| | |



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| vincii scivice(s) are you | vider/Sports Officials interested in providing? | |
|-------------------------------|---|-----------------------|
| List prior work experienc | e in providing this service: | |
| <u>Dates</u> (A).3-9/10-06 | <u>Agency/Company</u> [[SDLL] | <u>Representative</u> |
| 7/10 00 | USARRA PBC Pankstrec. Dec | , |
| Scope of Work | | Contact # |
| GAME OFF | CAL | |
| | | |
| <u>Dates</u> | Agency/Company | Representative |
| (B). | | |
| | | |
| Scope of Work | | Contact # |

| <i>(C)</i> . | <u>Dates</u> | Agency/Company | <u>Representative</u> |
|--------------|---|---|--|
| | | | and the second s |
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| | Scope of Work | | Contact # |
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| List a | ny licenses/certification <u>Dates</u> | on you have completed relevant to prove the second | roviding this service: <u>Instructor</u> |
| | | | · |
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| | | | |
| | | | |
| Are ye | ou or any of your emp Recreation Departmen | oloyees related to anyone employed b | y the Palm Beach County P |

BACKGROUND INFORMATION

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

| NAME: PURNING FIRST | MIDDL | E | LAST |
|-----------------------------|---------------------------|--------------------|-------------|
| Other names you have used i | n the past (including mai | iden names and nic | cknames): |
| DATE OF BIRTH: | 1949 01 | "49 | |
| ACE: (PLEASE CIRCLE) | YEAR MONTH Black | Mhite | Asian |
| EX: (PLEASE CIRCLE) | Alaskan Native | Other Female | |
| OCIAL SECURITY NUME | 152 1/0 | 09T | |
| ADDRESS:S6/ | KIPGSBUR | y CT. | |
| NUMBER CITY: WEWNGTON | STREET STATE: | 2 | APT# |
| IP CODE: 3341K | | | |
| • | | | 11/30/06 |

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

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| APPLICANT: | Bernard Crawford | |
|------------|----------------------------|--|
| | 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:

| Se | ections 393.135 394.4593 | relating to sexual misconduct with certain developmentally disabled clients |
|---|-----------------------------|--|
| | 294.4393 ections 415.111 | relating to sexual misconduct with certain mental Health patients |
| | 741.30 | 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 |
| | 700.04 | 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 |
| | 707.01(3) | 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(1) | 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) |
| | hapter 796 | prostitution |
| | ection 798.02 | lewd and lascivious behavior |
| | hapter 800 | lewdness and indecent exposure |
| | ection 806.01 | arson |
| | hapter 812 | felony theft and/or robbery |
| S | ections 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 |

| * | | 996.04 | : - | | | | |
|----------|---|---------------------------------------|--------------------------------|------------------------|-------------------|---------------------------------------|-------|
| | | 826.04 827.03 | incest child abuse, aggravated | l shild abuse or neel | ant of a shild | | |
| | | 827.04 | contributing to the deli | | | | |
| | | 827.05 | negligent treatment of o | | icy of a clind | | |
| | *************************************** | 827.071 | sexual performance by | | | | |
| | | 843.01 | resisting arrest with vio | | | | |
| | C | napter 847 | obscene literature | nence | | | |
| | | ction 847.05(1) | encouraging or recruiting | ng another to join a c | riminal cana | • • | |
| | | apter 893 | drug abuse prevention a | | | felony or if any | othe |
| | | apor 075 | person involved in the | | c offense was a f | ciony or in any | Othor |
| | Se | ction 985.4045 | sexual misconduct in ju | | ms | | |
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001286

DATE : 12/27/2006

CONTRACT INFORMATION ACCE1021170107525200A Active

Certificate of Insurance

NAME :

ACCELLEARN L.L.C.,

VENDOR CODE:

ACCE102117

INSTRUCTOR:

TECHNOLOGY WORKSHOP

ACCOUNT NUMBER: 0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

ICAMP PROGRAM

CONTRACT DATE : 12/15/2006

START DATE :

01/20/2007

END DATE :

09/30/2007

CONTRACT AMOUNT :

3,150.00 **REVENUE AMOUNT:** 3,150.00

USED AMOUNT :

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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **Loc** day of **Loc**, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Accellearn, LLC</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Introduction to iCamp</u> 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. <u>Term</u>: The class, activity or service will begin on <u>January 20</u>, <u>2007</u> and will meet thereafter with the termination date of this agreement being <u>September 30</u>, <u>2007</u>.
- 2. <u>Fees</u>: 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):\$\frac{75 / 8 weeks}{252-4721-09}.

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 Three Thousand One Hundred Fifty Dollars (\$3,150). 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: <u>Children's Technology Workshop</u>
- b. Name of class or activity: <u>Introduction to iCamp Instructor</u>
- c. Day(s)/Date(s) Scheduled: Saturday
- d. Time Scheduled: <u>10:00am 11:00am</u>
- e. Location: West Boynton Park and Recreation Center
- f. A minimum of <u>13</u> and a maximum of <u>20</u> 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.

- 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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 <u>Newsletter</u> 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. <u>County Representative:</u> The County Representative for this CONTRACT is:

<u>Hugo Montenegro</u> PH: <u>561-355-1125</u>

- 12. <u>Indemnification</u>: 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: Accellearn, LLC

CONTRACTOR'S Address: 7711 N. Military Trail Palm Beach Gardens, FL 33410

CONTRACTOR'S Phone No. (561) 630-6549

- 14. <u>Remedies:</u> 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. <u>Arrears:</u> 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. <u>Entirety of Contractual Agreement:</u> 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 | PALM BEACH COUNTY |
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| Jang E. Beale SIGNATURE DE | DEPARTMENT DIRECTOR |
| WANCY E. Beale | |
| NAME (TYPE OR PRINT) | COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
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| JIM HENNEMAN | K 2 the owner |
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SCOPE OF SERVICE

Accellearn, LLC

Accellearn, LLC will be providing a program called iCamp at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, FL.

The program will be offered from January 2007 through August 2007 and will consist of computer skills such as video game design, robotics, and video animation for ages 11-15.

A fee of \$75.00 is charged for four one-hour classes. This fee applies to one-four week session, consisting of one class per week. There are five-four week sessions per program year.

Equipment used for the program will consist of lap top computers. Accellearn, LLC will provide all necessary equipment such as the lap tops.

BACKGROUND INFORMATION

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

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PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

| APPLICANT: | R | SURVE | V MD ER | Ken, | |
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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:

| | Section: | s 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
|---|--|-------------|---|
| | | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| | Sections | s 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) |
| | Chapte | | prostitution |
| | Section | | lewd and lascivious behavior |
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| | | n 806.01 | arson |
| | Chapte | | felony theft and/or robbery |
| | Sectio | | fraudulent sale of controlled substances, if the offense was a felony |
| | | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| | - | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| | | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |
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| 843.01 | resisting arrest with violence | |
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| By signing this section, I affir | m that I have not been charged | , found guilty or entered a plea of |
| charges under the provisions of | of the Florida Statutes or under | dication, to any of the foregoing any similar statute of another ecord that is similar to any of these |
| | | |
| 8 | | 11120100 |
| Applicant's Sign | nature | Date |
| Y. | | |
| | | • |
| | <u>OR</u> | |
| By signing this section, I decl Disqualifying charges, acts or | are that my record may contain | one or more of the foregoing |
| and true with regard to any of under any similar stature of ar | offences and that the explanati | ion I have provided is complete rovisions of the Florida Statutes or |
| and true with regard to any of | offences and that the explanation the above charges under the proposition of the proposit | ion I have provided is complete |



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001288

DATE : 12/29/2006

CONTRACT INFORMATION Active

BISH658001075204 D

NAME:

BISHOP, JOHN

VENDOR CODE:

BISH6580

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER: 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION CENTER

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE : 12/27/2006

START DATE :

01/12/2007

END DATE :

01/15/2007

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT :

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY

35.00 GAME

| | | E LE LES LES LES LES LES LES LES LES LES | 15 (6) | ATION SE | 100 000000 | | |
|------|---------------------|--|-------------------|----------|------------|----|--|
| MC:C | 11: 0001-580 X-1 | PS: 01 | VENDOR CODE: BISH | 16580 | CA: | 38 | |
| | | 8 | | | | | |

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **27** day of **2006** by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **John Bishop**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> 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. <u>Term</u>: The class, activity or service will begin on <u>January 12, 2007</u> and will meet thereafter with the termination date of this agreement being <u>January 15, 2007</u>.
- 2. <u>Fees</u>: 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): <u>400.00 per team</u>. Revenue Account No. <u>0001-580-5204-4721</u>.

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 <u>six hundred Dollars (\$ 600.00)</u>. 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament
- c. Day(s)/Date(s) Scheduled: January 12- January 14, 2007.
- d. Time Scheduled: 9am-9pm.
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> 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.

- 5. <u>Independent Contractor Status</u>: 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. <u>Taxes</u>: 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. <u>Termination</u>: 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:

| NICK PROIO PH: (561) 966-7020 | | Nick Priolo | PH: (561) 966-7020 |
|-------------------------------|--|-------------|--------------------|
|-------------------------------|--|-------------|--------------------|

- 12. <u>Indemnification</u>: 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: John Bishop .

CONTRACTOR'S Address: 5861 White Cypress Drive, Lake Worth, Florida 33467 .

CONTRACTOR'S Phone No. __(561) 964-1712 __.

- 14. <u>Remedies:</u> 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. <u>Availability of Funds</u>: 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. <u>Arrears:</u> 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 | PALM BEACH COUNTY |
|--|---|
| NAME (TYPE OR PRINT) | DEPARTMENT DIRECTOR COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.) |
| | |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| CONTRACTOR WITNESS SIGNATURE SIGNATURE | INDEPENDENT CONTRACTOR SIGNAFURE |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| c D | John P. Bishop | | |
|---------------------------|-------------------|---|--|
| e of Re | creation Service | Provider/Sports Official | |
| Whic | ch service(s) are | you interested in providing? Rugby Official | |
| | | | |
| | | | |
| List | prior work expe | rience in providing this service: | |
| | <u>Dates</u> | Agency/Company | <u>Representative</u> |
| (A). | Jan. 2003 | Knock & Roll Wheelchair Rugby Tournament | Jupiter, FL |
| | Jan. 2006 | Knock & Roll Wheelchair Rugby Tournament | Jupiter, FL |
| | | | |
| Scop | e of Work | | Contact # |
| Offic | ciate rugby game | | |
| Ont | nate rugoy game | | |
| | | | |
| without the second second | | | |
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| <i>(B)</i> . | <u>Dates</u> | Agency/Company | <u>Representative</u> |
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| Scop | e of Work | | Contact # |
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| <u>Dates</u> (C). | Agency/Company | <u>Representative</u> |
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| List any lisansos/sortif | fication/education you have completed re | levent to providing this service: |
| • | | |
| <u>Dates</u> | License/certification/education | Location/Instructor |
| | | |
| 1998 | USQRA/ Birmingham, AL | Tres Smith |
| | USQRA/ Birmingham, AL | Tres Smith |
| | USQRA/ Birmingham, AL | Tres Smith |
| | USORA/ Birmingham, AL | Tres Smith |
| | USQRA/ Birmingham, AL | Tres Smith |
| | USQRA/ Birmingham, AL | Tres Smith |
| 1998 Are you or any of you | r employees related to anyone employed | |
| Are you or any of you and Recreation Depar | r employees related to anyone employed | |
| Are you or any of you and Recreation Depar | r employees related to anyone employed | |
| Are you or any of you and Recreation Depart | r employees related to anyone employed | |
| Are you or any of you and Recreation Depart | r employees related to anyone employed tment? | |
| Are you or any of you and Recreation Depart | r employees related to anyone employed tment? | |
| Are you or any of you and Recreation Depart | r employees related to anyone employed tment? | |

BACKGROUND INFORMATION

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

| NAME: | John | | P | | Bishop |
|------------|-------------------|------------------|---------------------------|-----------------|-----------|
| | FIRST | | MIDDLE | | LAST |
| Other name | s you have used i | n the past (| (including maide | n names and nic | knames): |
| DATE OF I | BIRTH: | 1957 YEAR | 03 MONTH | 18 DAY | |
| RACE: (PL | EASE CIRCLE) | | lack | White | Asian |
| | | A | laskan Native | Unknown | |
| SEX: (PLI | EASE CIRCLE) | <u>M</u> | <u>lale</u> | Female | |
| SOCIAL SI | ECURITY NUMI | BER 380 | 0-56-5727 | | |
| ADDRESS | . 50/1 | *** | White Common De | • | N/A |
| ADDRESS | NUMBER | | White Cypress Dr FREET | ive | APT# |
| CITY: Lak | e Worth STAT | E: <u>Florid</u> | <u>a</u> | | |
| ZIP CODE: | 33467 | | | EM G | TEREING 6 |

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:

| rease print complete name | | |
|--|----------------------|----------|
| I understand I must acknowledge the existence of any criminal records relating to the whether or not those records have been sealed or expunged. I understand that I am a Beach County Parks and Recreation Department of any possible disqualifying offens providing services for/with Palm Beach County Parks and Recreation Department. | lso obligated to not | ify Palm |
| Initial next to all that apply and provide a brief explanation below: | | |

John Bishop

| | Sections | | relating to sexual misconduct with certain developmentally disabled clients |
|-------------|----------|-------------|--|
| | | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| | Sections | | 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 |
| | | e | 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 | | 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 |
| | | | |

| 7 | | | | | | |
|----------------|--|---------------------------------------|---------------------------------|---|--|---|
| | | | 826.04 | incest | | |
| | | | 827.03 | child abuse, aggravated child abuse | or neglect of a child | |
| | | | 827.04 | contributing to the delinquency or o | | |
| | | | 827.05 | negligent treatment of children | | |
| | | | 827.071 | sexual performance by a child | | • |
| | | | 843.01 | resisting arrest with violence | | |
| | | Chapter | | obscene literature | | |
| | | | 847.05(1) | encouraging or recruiting another to | o ioin a criminal gang | |
| | | Chapter | | drug abuse prevention and control of | | a felony or if any othe |
| | | r | | person involved in the offense was | | ,,, |
| | | Section | 985.4045 | sexual misconduct in juvenile justic | | |
| Explana | tion: (Pro | vide detai | ls of any items in | tialed above. Attach another sheet if neces | seary) | |
| | | | io or any nomic n | trained above. Trainer another short it hoose | , our y . , | |
| Descript | <u>tion</u> | | | | <u>Dates</u> | |
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| The abo | ve staten | nents are | true and compl | te to the best of my knowledge. | INITIAL: | STA |
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| gu ch ju | ilty or arges u | nolo con | ntendere (no e provisions | m that I have not been charged, contest), regardless of the adjuding the Florida Statutes or under a I do not have a delinquency reco | cation, to any of th ny similar statute o | e foregoing of another |
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| 1 | 1. | 1 To | u y | 10- | 11-010 | |
| _ | - Ao 1 | γ. <u>γ</u> . | oplicant's Sign | otura ———————————————————————————————————— | Date | |
| | 0 | Aj | ppikani s sigi | ature | Date | |
| L | | | <u></u> | · · · · · · · · · · · · · · · · · · · | | J· |
| | 1 | | | OB | | |
| | | | | <u>OR</u> | | *************************************** |
| Di an | isqualif d true v | ying chowith reg | arges, acts or ard to any of | offences and that the explanation the above charges under the proportion. | n I have provided i | s complete |
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| | | Appl | icant's Signat | re | Date | 1 |



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001287

DATE: 12/29/2006

CONTRACT INFORMATION

MART1087500107523300A

Certificate of Insurance

NAME :

MARTLING, CINDY

VENDOR CODE:

MART108750

INSTRUCTOR:

STROLLER POWER

ACCOUNT NUMBER: 0001-580-5233-00-3422

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

STROLLER POWER

CONTRACT DATE: 12/27/2006

START DATE :

01/09/2007

END DATE :

09/28/2007

CONTRACT AMOUNT:

2,340.00 REVENUE AMOUNT:

2,340.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

2,340.00 AMOUNT LEFT :

2,340.00

ASSIGNED CATEGORIES:

STROLLER POWER 0.70 PCT

| | | ON SERVICES | |
|-------------------------|-------------------|-----------------|-------|
| ACCOUNT: 0001-5233-3422 | VENDOR CODE: VC-/ | 08750 CONTRACT: | |
| MC: PS: (| ル CC: で | CA: Q.OH. DD: | Jpr 1 |
| | ho. | | |

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 27 day of 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Cindy Martling , an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) exercise 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. | <u>Term</u> : The class, activity or service will begin on _January 9, 2007_ and will meet thereafter with the termination date of this agreement being _September 28_, 2007 |
|----|---|
| 2. | <u>Fees</u> : 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):\$9.00perclass Revenue Account No0001-580-5233-4721-09 |

3. Payments To Contractor:

- The total amount to be paid by the COUNTY under this Contract for all services and materials shall a. not exceed a total contract amount of _Two thousand three hundred forty ___Dollars (\$_2340__ 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.
- or _70___% of the paid enrollment The CONTRACTOR's fee shall be the sum of \$_____ h. fees for the class or activity.

4. Specific Details:

| cific Det | Type of service/instructor: Cindy Martling 12/13/66 |
|-----------|--|
| a. | Type of service/instructor: Cindy Martling |
| b. | Name of class or activity: Stroller Power Exercise Class |
| C. | Day(s)/Date(s) Scheduled: Tuesdays and Thursdays January 9 -September 27, 2007. |
| d. | Time Scheduled: 9:15 am to 10:15 am |
| e. | Location: West Jupiter Recreation Center |
| f. | A minimum of _1_ 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. |

- 5. <u>Independent Contractor Status</u>: 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. <u>Taxes</u>: 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. <u>Termination</u>: 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. <u>Subcontracting</u>: 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.
- 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 _30_ 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.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

- 10. <u>Exhibits</u>: 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 | DU: 561 747 9455 | |
|---------------|--------------------------|--|
| Alison Schram | PH: <u>561-</u> 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. <u>Notices</u>: 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: | Cindy Martling . |
|-----------------------|---|
| CONTRACTOR'S Address: | 10296 Sandy Run Road, Jupiter, FL 33478 |
| CONTRACTOR'S Phone No | 561-746-0436 |

- 14. <u>Remedies:</u> 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. <u>Availability of Funds</u>: 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. <u>Arrears:</u> 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. <u>Public Entity Crimes:</u> 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. <u>Entirety of Contractual Agreement:</u> 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 | PALM BEACH COUNTY |
|---------------------------|--|
| Manay Beste | Demir Istlemen |
| Maney Beale | DEPARTMENT DIRECTOR |
| NAME (TYPE OR PRINT) | COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| alison Schram | Cinder Martina |
| SIGNATURE | SIGNATURE |
| Alison Schram | Cindy Martling |
| NAME (TYPE OR PRINT) | NAME & TITLE (TYPE OR PRINT) |
| | |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

Cindy Martling Stroller Power

This is a one hour indoor power walking and strength training class for Moms and their children (six weeks – four years) using strollers, resistance tubes and weights. Stroller Power features over eighteen different cardio and strength training exercises plus a complete abdominal workout in every class. Burn fat and calories, build strength and endurance and increase flexibility while making new friends with other moms and their children.

| PRO | DOUC | CER Phone: (800) 395-8075 Fax: (868) Ki | CATE OF LIAE | | | | 11 | (MM/DD/YYYY) I/03/2006 |
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| l | 102 | 296 SANDY RUN ROAD JPITER FL 33478 | | INSURER C: | | | ******* | |
| l | - | PILER PL 33479 | | INSURER D | ************************************** | | | - |
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CERTIFICATE HOLDER

Paim Seach County Board of County Commissioners 2700 6th Ave. South Lake Worth FL 33451

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES SE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES

Attention:

ACORD 25 (2001/08)

Certificate # 49064 Jeffrey E. Frick, CEO © ACORD CORPORATION 1988

The

PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| Name | ndy Martin of Recreation Service Provider/S | Sports Official | 594-28-2230 FEI/Social Security Number | |
|------|---|--------------------------------|--|------------------|
| 1. | Which service(s) are you interest | sted in providing? <u>EXE</u> | | |
| 2. | List prior work experience in p | roviding this service: | | |
| | <u>Dates</u> (A). 8 21 06-Present | Agency/Company Town of Jupiter | Representative Cheryl Thomps | ≥ 0 |
| | Scope of Work Group Fitness Children Using Tubes. | class for mo | contact # 741-2400 ms and their and resistance | -) - - |
| | Dates (B). | Agency/Company | <u>Representative</u> | |
| | Scope of Work | | Contact # | |
| | | | | |

| <u>Dates</u> (C). | Agency/Company | <u>Representative</u> |
|--|---|-----------------------------|
| And the state of t | | |
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| Scope of Work | | Contact # |
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| List any licenses/certific | cation/education you have completed releva | ant to providing this servi |
| List any licenses/certific | License/certification/education | Location/Instructor |
| | License/certification/education | Location/Instructor |
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| | License/certification/education | Location/Instructor |
| <u>Dates</u> (15/06-7/30/08 | License/certification/education AFAA Certification (Group Fitness Instruction) employees related to anyone employed by | Location/Instructor |
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| Dates Dates Color License/certification/education AFAA Certification (Group Fitness Instruct employees related to anyone employed by a ment? | Location/Instructor |

BACKGROUND INFORMATION

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

| NAME: Cynthia D'Antoni Martling LAST |
|--|
| Other names you have used in the past (including maiden names and nicknames): Cindy Mantling and D'Antoni |
| DATE OF BIRTH: 1971 January 22 YEAR MONTH DAY |
| RACE: (PLEASE CIRCLE) Black White Asian Alaskan Native Unknown |
| SEX: (PLEASE CIRCLE) Male Female |
| SOCIAL SECURITY NUMBER 594-28-2230 |
| ADDRESS: 10296 Sandy Run Rd. NUMBER STREET APT# |
| CITY: Jupiter STATE: FL |
| ZIP CODE: 33478 |

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.

| • • | A deministration of withington. | • • |
|------------|---------------------------------|---|
| APPLICANT: | Cundy Mantlina | |
| | | • |
| | 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 contain dead |
|------------------|--|
| 394.4593 | relating to sexual misconduct with certain developmentally disabled clients |
| Sections 415.111 | relating to sexual misconduct with certain developmentary disabled clients adult abuse neglect or exploitories of mental Health patients |
| 741.30 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| | domestic violence and injunction for protection (defined in 741.28) means any |
| | WELLEY OF THE TOTAL ANALIS INTERIOR DOCTOR TOTAL AND THE TOTAL ANALISM TO THE TOTAL ANALISM T |
| | 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 |
| 782.071 | aggravated manslaughter of a child vehicular homicide |
| 782.09 | Veincular nomicide |
| 784.011 | killing an unborn child by injury to the mother |
| 784.021 | assain, it the victim of offense was a minor |
| 784.03 | aggravated assault |
| 784.045 | battery, if the victim of offense was a minor |
| 787.01 | aggravated dattery |
| 787.02 | kidnapping |
| 787.04(2) | false imprisonment |
| 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent |
| 787.04(3) | |
| 707.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a |
| 700 11 701 | The state of the s |
| 790.115(1) | Various and an income to the angle of the state of the st |
| 790.115(2b) | possessing an electric weapon of device dectroofing device |
| 704.000 | Fb |
| 794.011 | sexual battery |
| 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| Chapter 796 | Probatinon |
| 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 disciplination |
| 825.1025 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons lewd or lascivious offenses committed |
| | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| 825.103 | exploitation of disabled adults on 11-1 |
| | exploitation of disabled adults or elderly persons, if the offense was a felony |
| • | |

| 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. NITIAL: 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. OR | any of |
|---|--------|
| 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 OR | |
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| 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 OR | |
| 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 stature of another jurisdiction. Applicant's Signature Date | |