Agenda Item #: 3.M.7.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	February 27, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Parks and Recreation		
Submitted By:	Parks and Recreation Departm	ent	
Submitted For	: Parks and Recreation Departm	<u>ent</u>	
	<u>I. EXECUT</u>	IVE BRIEF	
	tle: Staff recommends motion eements received during the month		the executed Independent
(EAST10 B) Gordon C) Andres	ast School of Self Defense, Martial 090390107525400A); Andrews, USA Head Swim Coach, & Catherine Gonzalez, Martial Ai 093100207523300A).	Lake Lytal Pool (ANI	DR00200207530200I);
must be subm Independent C Commissioners in accordance	accordance with County PPM CW- itted by the initiating Department a ontractor Agreement(s) have been s (Board) by the County Administrate with Resolution 94-422, amended by receive and file. <u>Countywide</u> (AH)	as a receive and file n fully executed on be or/Director of the Park y Resolution 02-2103	agenda item. The attached ehalf of the Board of County is and Recreation Department
and sports office to streamline the Director of Par recreation instr	nd Justification: The Independent cials (Resolution 94-422, amended to be process of hiring recreation instructs and Recreation authority to expuctors and sports officials up to \$10 ministrator's approval.	by Resolution 02-210 uctors and sports office secute Independent (3) was adopted by the Board cials. The Board granted the Contractor Agreements with
Administrator/[nts attached have been execut Director of the Parks and Recreatine Board, and are now being subm	on Department in ac	cordance with the authority
Attachments:	Independent Contractor Agreeme	nts (3)	
Recommende	d by: Department Director	//www_	1/30/07 Date 2/7/07
Approved by:	- June		7/19/

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 61,666 79,761 y) -0- -0-	-0- 23,333 < <u>29,167</u> > -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	(18,095)	(5,834)	0-	0	0-
# ADDITIONAL FTE POSITIONS (Cumulative)				
Is Item Included in Curre Budget Account No.:	ent Budget? Fund <u>000</u> Object <u>34</u>	<u>)1</u> Departmen		various	

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

	Contractor	FY2	007	FY2008	
		Revenue	Expense	Revenue	Expense
Α	East Coast School of Self Defense	14,285	9,999		
В	Gordon Andrews	58,333	46,667	29,167	23,333
С	Andres & Catherine Gonzalez	7,143	5,000		
	Total	79,761	61,666	29,167	23,333

C.	Departmental Fiscal Review:	ckopelakis	
	-		

III. REVIEW COMMENTS
A. OFMB Fiscal and/or Contract Development and Control Comments: Contract Development and Control Comments Contract Development and Control Comment Control Comment Control Comment Control Comment Country Country

Department Director

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

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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001289

DATE : 01/10/2007

CONTRACT INFORMATION

EAST1090390107525400A

Certificate of Insurance

NAME :

EAST COAST SCHOOL OF SELF DEFENSE,

VENDOR CODE:

EAST109039

INSTRUCTOR:

MARTIAL ARTS

ACCOUNT NUMBER: 0001-580-5254-00-3422

LOCATION:

COCONUT COVE RECREATION CENTER

PROGRAM:

MARTIAL ARTS

CONTRACT DATE :

01/08/2007

START DATE :

01/24/2007

END DATE :

03/15/2007

CONTRACT AMOUNT :

9,999.00 REVENUE AMOUNT:

9,999.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

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9,999.00

ASSIGNED CATEGORIES:

MARTIAL ARTS

0.70 Pct

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:ACCOUNT: 0001-580-5254-3422	VENDOR CODE:	CONTRACT	
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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the <u>\$</u> day of <u>\$\$\left(\text{sur}\)</u>, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>East Coast School of Self Defense</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Beginning</u>, <u>Intermediate</u>, and <u>Advanced Martial</u> <u>Arts</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 24, 2007</u> and will meet thereafter with the termination date of this agreement being <u>March 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): _\$50.00 per 8 week session __. Revenue Account No. _0001-580-5254-4721-09

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 Nine thousand nine hundred and ninetynine Dollars (\$9,999.00). 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 biweekly 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: Martial Arts Instructor 12/28/06 14
- b. Name of class or activity: <u>Beginning, Intermediate & Advanced Martial Arts</u>
- c. Day(s)/Date(s) Scheduled: Wednesdays, January 24, 2007 March 14, 2007
- d. Time Scheduled: 6:15 pm 7:00 pm, 7:05 7:50 pm
- e. Location: Coconut Cove Waterpark & Recreation Center
- f. A minimum of <u>15</u> and a maximum of <u>80</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 $\frac{10}{100}$ 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>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. <u>County Representative:</u> The County Representative for this CONTRACT is:

Marisa Bennett PH: 561-274-1140ext 204

- 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. <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 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: East Coast School of Self Defense

CONTRACTOR'S Address:

21000 Boca Rio Road A 20 Boca Raton

CONTRACTOR'S Phone No. 561-218-5755

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
Vana Bealo	Main Telleno
SIGNATURE	DEPARTMENT DIRECTOR
Nancy Beale NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
NAME (I THE YA PANT)	
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Marsa Bennett	SIGNATURE
SIGNATURE	
Marisa Kennett NAME (TYPE OR PRINT)	RUSSELL S. Has president

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

COUNTY ATTORNEY

CERTIFICATE OF INSURANCE

Guide to contractor's insurance agency on providing a Certificate of Insurance to the Parks & Recreation Department, Special Facilities and Beaches Division, OR Recreation Services Division.

FROM: P&R Facility - East Coast School of Self Defense
FROM: P&R Facility - East Coast School of Self Defense. TO: Palm Beach County Parks & Recreation - Coconst Cove Was
Your contract with the County requires you to provide proof of your current Commercial General Liability insurance coverage. Please provide a certificate of insurance from your insurance agency to show the coverage outlined in Exhibit to your contract.
In addition to the specified limits of coverage, the insurance agency must fill-in each section of the certificate as indicated below:
1. Producer: Print the full name of the insurance agency, address and phone number.
2. Coverage: See Insurance Exhibit (attached).
3. Insured: Print the exact legal name of the Insured (i.e. the contractor), and mailing address.
For lifeguards, swimming coaches/instructors, use the organization through which you are insured.
4. Description: The County must be named as an additional insured using this language, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are included as an Additional Insured."
Add a reference line to read, RE: P&R Contract No; and name of the Vendor/Contractor.
5. Certificate Holder:

Palm Beach County
Board of County Commissioners
c/o Parks & Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

Attn: (will be provided by P&R with each contract)

- 6. Cancellation: Insert "30" days.
- 7. **Authorized Signature:** The certificate should be signed by the insurance agent or an insurance company authorized representative. Electronic signatures are acceptable on computer generated certificates.

NOTE: THE CERTIFICATE OF INSURANCE MUST BE RECEIVED BY THE PARKS AND RECREATION DEPARTMENT <u>BEFORE THE START DATE OF CONTRACT</u>.

12/7/2006

RECEPTION OF SELF DEFENSE COMPANY BY COMPANIES AFFORDING COVERAGE RAST COAST SCHOOL OF SELF DEFENSE EAST COAST SCHOOL OF SELF DEFENSE COMPANY BO CONFINE SO RIGHTS UPON THE POLICIES BLOW AND CONFINE SO RIGHTS UPON THE CENTRICATE HOLDER. THIS CENTRE COMPANY AND CONFINE SO RIGHTS UPON THE CENTRICATE HOLDER. THIS CENTRE COVERAGE AFFORDING COVERAGE COMPANY S. O. COMPANY BY COMPANY REDUIRED COMPANY BY COMPANY BY COMPANY	RECENTIFICATE OF INSURANCE REAST PHONE (A/C): 1-800-648-6406 K & K Insurance Group, Inc. 172 Magnavox May P.O. Box 2338 Fort Wayne, In 46801 COMPANIES AFFORDING COVERAGE EAST COAST SCHOOL OF SKLF DEFENSE 21000 BOCA RIO RD A-20 BOCA RATON, FL 33433 COMPANY COMPAN	·,·			 	·			SSUE DATE IMM	7007YY)
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	· · · · · · · · · · · · · · · · · · ·	FEI/Social Security Number
Which service(s) are	you interested in providing? Mac + i	al Arts Instru
• •		
List prior work expe	rience in providing this service:	
<u>Dates</u>	Agency/Company	Representative
2001 - prosen	Whispering Pines Elem	Melanie Magi
2001 - present	Binai Torah	Adele Weishatt
	+ B'nai Israel	Debbie Goldsmith
Scope of Work		Contact #
Provide man	tial arts instruction to	o their stud
at thei	r respective schoo	15.
<u>Dates</u>	Agency/Company	<u>Representative</u>
(B). 200/-2003	All Star Karate	NA
1996-2001	Boca Best Karale	N/A
		Contact #
Scope of Work	1	
	Ints Instruction	

2003-2006present East Coast School of Jelf Detense Russ + Mindy Haas 561-218-57 Scope of Work Full time instruction and ownershiple of martial acts school. List any licenses/certification/education you have completed relevant to providing this ser	Russ + Mindy Haas 561-218-575 Contact # and ownershippope hool. completed relevant to providing this service ducation Location/Instructor Black Belt Many Reyes enpo Karate 305-696-6 State University smics / Educational Psychological	<u>Dutes</u>	Agency/Comp	any	Kepresentativ	£
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and Recreation Department? Cl Yes No	ne employed by the Palm Beach County Pa					
C Yes A No				one employed by the	Palm Beach Co	unty Pa
If yes, give name and relationship.		u Yes PN	0		,	
		If yes, give name a	nd relationship.			٠

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.

	- Ilans	
APPLICANT:	Mudy S. Haas	
	Please print complete name	

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

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

Sections 415.111 adult abuse, neglect, or exploitation of aged person or disabled adults of the section (1.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member murder manslaughter, aggravated manslaughter of a child vehicular homicide killing an unborn child by injury to the mother assault. if the victim of offense was a minor aggravated assault battery, if the victim of offense was a minor aggravated battery, if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery kidnapping false imprisonment taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings 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 exhibiting tirearms or weapons within 1,000 feet of a school possessing an electric weapon or device, destructive device, or other weapon on school property sexual battery prohibited acts of persons in familial or custodial authority (former) prostitution Chapter 800 lewd and lascivious behavior lewdness and indecent exposure arson falsel devices and indecent exposure arson from the presence of an elderly person or disabled adult exploitation of disabled adults or elderly persons, if the offense was a felony abuse, aggravated abuse, or neglect of disabled adults or elderly persons or disabled adult exploitation of disabled adults or elderly persons, if the offense was a felony abuse, aggravated abuse, or meglect of disabled adults or elderly persons or disabled adults or elderly persons, if the offense was a felony abuse, ag	s	ections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, aggravated staticry, aggravated pastery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member murder manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child vehicular homicide vehicular homicide vehicular homicide assault if the victim of offense was a minor aggravated assault battery, if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery aggravated battery aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery if the victim of offense was a minor aggravated battery producing a child beyond the state lines with criminal intent to evoid producing a child beyond proceedings carrying a child beyond the state lines with criminal intent to avoid producing a child beyond the state lines with criminal intent to avoid producing 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 exhibiting firearms or weapons within 1,000 feet of a school possessing an electric weapon or device, destructive device, or other weapon or school property sexual battery prohibited acts of persons in familial or custodial authority (former) prostitution felony theft and/or robbery feature and producing aggravated batt				adult abuse neglect or exploitation of aged person or disabled adults
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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 under any similar stature of another jurisdiction.	he above	statements are	irue and comp	lete to the best of my know	/ledge.	INITIAL:	mso
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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: RUSSell 5. Hags
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		relating to sexual misconduct with certain developmentally disabled clients
Acres as high brick representation	394.4593	relating to sexual misconduct with certain mental Health patients
Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
· <u></u>	741.30	domestic violence and injunction for protection (defined in 741.28) means any
		assault accravated assault, battery, aggravated battery, sexual assault, sexual
		battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	killing an unborn child by injury to the mother
	784.011	assault, if the victim of offense was a minor
	784.021	aggravated assault
	784.03	battery, if the victim of offense was a minor
	784.045	aggravated battery
	787.01	kidnapping
	787.02	false imprisonment
***************************************	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		child at a custody hearing or delivering the child to the designated person
	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
		school property
	794.011	sexual battery
	794.041	prohibited acts of persons in familial or custodial authority (former)
Chapter	796	prostitution
	798.02	lewd and lascivious behavior
Chapter	800	lewdness and indecent exposure
	806.01	arson
Chapter	812	felony theft and/or robbery
	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

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	person involved in the offens sexual misconduct in juvenil	en ld other to join a criminal gang ontrol only if the offense was a tose was a minor e justice programs	felony or if any other
Explanation: (P	rovide details of any items in	nitialed above. Attach another sheet	<u>Dates</u>	•
		í		
 				
The above stat	ements are true and comp	lete to the best of my knowledge.	INITIAL:	A
guilty	or nolo contendere (no s under the provisions ction. I also affirm th	firm that I have not been choo contest), regardless of the sof the Florida Statutes or lat I do not have a delinque gnature	e adjudication, to any or in under any similar statute o	f another
		OR		
Disqua and tru	difving charges, acts of	clare that my record may co or offences and that the exp of the above charges under the another jurisdiction.	lanation I have provided is	compiere
	Applicant's Signa	ature	Date	

Updated 12/16/05

MAIL TO:

Palm Beach County

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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration [] Change of Information
Headquarters(Legal Name) of Company: East Coast School of Self Defense
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name: (List your D/B/A or fictitious name only if applicable.)
Organization Type: Individual [] Company 🕅
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number? 20-000 89 23
1. Please list below your Headquarters address information:
Address: 21000 Boca Rio Rd A-20
City: Bo Ca Raton State/Province: FC
Zip/Postal Code: 33433 country: USA
Main Phone Number: 561-218-5755
Contact Name: Russell & Mindy floor E-mail Address: ECSSD @ adelphia net (E-mail Address may be used for Orders/Contracts)
(E-mail reduces may be used for discreto masses)
Contact Phone Number: 561-218-5755 Alternate Phone Number:
Contact Fax Number: 561 - 470 - 130 9 Alternate Fax Number:
2. Please list below your payment address/accounts receivable department information addresses if necessary, or check here if Same as Headquarters:
Address:
City: State/Province:
Zip/Postal Code: Country:
Main Phone Number:
Contact Name: E-mail Address:
Contact Phone Number: Alternate Phone Number:
Contact Fax Number: Alternate Fax Number:

3.	_	order processing department information and attach additional y, or check here if [X] Same as Headquarters:
Addr	'ess:	
City:		State/Province:
Zip/P	Postal Code:	Country:
Main	Phone Number:	
Cont	act Name:	E-mail Address:
		(E-mail Address may be used for Orders/Contracts)
Cont	tact Phone Number:	Alternate Phone Number:
Cont	act Fax Number:	Alternate Fax Number:
4.	Licenses and Certifications	3 :
	Palm Reach County Occur	ational License Number: HS5200
	(Contact the Palm Beach C	ounty Tax Collector's Office (561) 355-2272.)
	List Others: Type:	Number:
		Number:
		Position/Title:Position/Title:
6.	List Company Officials:	
	Name:	Position/Title:
	Name:	Position/Title:
	Name:	Position/Title:
7.	M1 NO	Certified as a Small Business Enterprise or a Minority-Owned Business? []YEs ase contact the Palm Beach County Office of Small/Minority/Women Busines 40
8.	A	of Company Officer or Principal (Required for Registration): S. Haas Title: President Date: 11/13/06
This s	section is to be completed by Purch	asing: Is this vendor interested in SBE or Minority Certification? []YES []NO
		If yes, date copy forwarded to OSBA:

5254 - Ec. Sch of Lef Defens

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: Mindy Sue + FIRST MIDDLE	1AAS
	LAST
Other names you have used in the past (including maiden names and nicknames): Braunstein last name	
DATE OF BIRTH: 1963 October 28 YEAR MONTH DAY	
RACE: (PLEASE CIRCLE) Black White Asian	
Alaskan Native Unknown	
SEX: (PLEASE CIRCLE) Male Female	
SOCIAL SECURITY NUMBER $119-60-9901$	
ADDRESS: 9590 Evergludes Park In. NUMBER STREET APT# CITY: Bocar Raton STATE: FL	
CITY: BO COL Raton STATE: FL	
ZIP CODE: 33428	CERE!
<u>u/</u>	1/4019

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: RUSSell Scott FIRST MIDDLE	Haas LAST
Other names you have used in the past (including maiden names and nick	names):
DATE OF BIRTH: 1964 August 31 YEAR MONTH DAY	
RACE: (PLEASE CIRCLE) Black White Alaskan Native Unknown	Asian
SEX: (PLEASE CIRCLE) Male Female	
SOCIAL SECURITY NUMBER 130-52-7384	<u> </u>
ADDRESS: 9500 Everylades PK/ NUMBER STREET CITY: BOCA Ration STATE: FC	APT#
ZIP CODE: 33428	12/29/06





Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001291

DATE : 01/19/2007

CONTRACT INFORMATION Active

ANDR002002075302001

Certificate of Insurance

NAME :

ANDREWS, GORDON

VENDOR CODE:

ANDR0020

INSTRUCTOR:

USA HEAD SWIM COACH

ACCOUNT NUMBER: 0001-580-5302-00-3422

LOCATION:

LAKE LYTAL POOL

PROGRAM:

SWIMMING

CONTRACT DATE: 01/17/2007

START DATE :

02/01/2007

END DATE :

01/31/2008

CONTRACT AMOUNT :

70,000.00 REVENUE AMOUNT:

70,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

70,000.00 AMOUNT LEFT :

70,000.00

ASSIGNED CATEGORIES:

USA HEAD SWIM COACH

0.80 PCT

		SPECIAL FACILITIES & BEACHES
000	COUNT: 1-580-530 1: Oth	PS: CC: CA: Q 94 DD: DHL
IVIC	7) Jone 4 Joseph Jone 4 Jone 5
		INDEPENDENT CONTRÁCTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
Th Pa	nis Agreement alm Beach Co	is made as of the <u>17</u> day of <u>feec</u> , 2007, by and between the Board of County Commissioners of unty, Florida, hereinafter referred to as the "COUNTY" and <u>Gordon Andrews</u> , an Independent Contractor, hereinafter referred to as "CONTRACTOR".
		WITNESSETH:
con	WHEREA ntract with CON	AS, the COUNTY desires to make available (a) (an) <u>USA Swimming program</u> , and desires to NTRACTOR to provide a specific service for that program; and
pro	WHERE viding said pro	AS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram.
and	NOW THE	EREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY OR hereby agree as follows:
1.	Term: The clade of this ag	ass, activity or service will begin on <u>February 1</u> , <u>2007</u> and will meet thereafter with the termination greement being <u>January 31</u> , <u>2008</u> .
2.	charges from	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$40.00-\$85.00 and per month. Revenue Account No. 001-580-5302-4724-02
3.	Payments To	Contractor:
	a.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Seventy Thousand Dollars (\$ 70,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
	b.	The CONTRACTOR's fee shall be the sum of \$ N/A or 80 % of the paid enrollment fees for the class or activity.
4.	Specific Deta	ails: received
	a.	Type of service/instructor: USA Competitive Head Swim Coach
	b.	Name of class or activity: <u>USA Competitive Swimming Team</u>
	c.	Day(s)/Date(s) Scheduled: Monday-Saturday per the attached schedule .
	d.	Time Scheduled: Various per the attached schedule
	e.	Location: Lake Lytal Family Aquatic Center
	f.,	A minimum of <u>60</u> and a maximum of <u>150</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 10 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.

	and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
	Jennifer Anglin, Aquatic Coordinator PH: 561-966-6632
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: Gordon Andrews .
	CONTRACTOR'S Address: 5448 Berry Blossom Way E, WPB, FL 33415
	CONTRACTOR'S Phone No. <u>561-689-7120</u>
14.	Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15.	Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16.	<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

10. Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR

19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances

warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of

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

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.

this Agreement.

required by F.S. 287.133(3)(a).

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.

19. 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
Abrioa Laurine	DEPARIMENT DIRECTOR
SIGNATURE THERESA LAWRENCE	Portler
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
1.7. grifluly	SIGNATURE (1)
SIGNATURE SIGNATURE NAME (TYPE OR PRINT)	SIGNATURE SIGNATURE FILE (TYPE OR PRINT) SIGNATURE FILE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ne dekant

HEAD COACH USA SWIMMING SCOPE OF SERVICES

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

Lake Lytal Pool Manager – Vacant Office: 561-684-2685

Aquatic Program Coordinator – Jennifer Anglin Office: (561) 966-6632 Home: (561) 588-3396

Aquatics Supervisor - Vacant

Aquatics Director – Dave Lill Office: (561) 966-6630

SCOPE OF SERVICES

The basic requirements for the USA Swimming Head Coach (CONTRACTOR) are as follows:

A. Scope of Work

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive swim programs. CONTRACTOR must organize and supervise the competitive swim program as well as instruct and train the participants in competitive swimming. CONTRACTOR is responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming; and technical instruction of competitive swimmers. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions. CONTRACTOR will supervise swimmers at practices and meets; will oversee the entry of swimmers in sanctioned USA competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming. The COUNTY will pay for the annual membership to USA swimming upon receipt of the invoice sixty days prior to due date.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for all ages and skills levels.

Perform the services set forth herein in a competent, professional, safe and responsible manner with full regard for the safety of the participants as well as for the facility.

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

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe or as directed by the Facility Manager or designee.

CONTRACTOR shall follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Special Facilities and Beaches Division Director as outlined in Exhibit A.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

Contractor will conduct team practices only with the supervision of Palm Beach County Pool Lifeguards on stand.

Contractor will adhere to the practice schedule agreed upon in advance by the Facility Manager unless arrangements have been made for special needs or events.

CONTRACTOR will provide a service capable of responding to public questions, program information and membership details.

CONTRACTOR will provide the facility manager with 14 days notice of all anticipated conflicts, schedule changes,

and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

CONTRACTOR will work with and maintain open dialogue with the facility manager, liaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by attending scheduled meetings and in general daily interaction.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

CONTRACTOR and CONTRACTOR'S staff shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide the facility manager with a list of registered USA Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month. The COUNTY will provide assistance by collecting delinquent payments from participants.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

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

B. Use of Premises

The facility, when permitted by the COUNTY for the CONTRACTOR for the USA Swimming competitive program shall not be permitted by the Contractor, for use to any other organization or group during their permitted time.

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis.

CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

Ensure proper use and care of all equipment by CONTRACTOR, CONTRACTOR'S staff, and program participants.

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the facility each morning in conjunction with scheduled facility staff for the USA Swimming competitive program when utilizing the facility prior to the facility's opening to the general public. The CONTRACTOR shall also close and secure the facility each evening in conjunction with scheduled facility staff if the program conclusion is after operational hours.

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

CONTRACTOR will inform the facility manager immediately of any equipment malfunction or failure.

The Parks and Recreation Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the COUNTY authorizes its reopening.

C. Personnel

The CONTRACTOR will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relations concerns of the COUNTY. CONTRACTOR'S staff and pool staff will be crossed trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with facility management and staff, contributing to the harmony and productivity of the unit.

D. Program Fees & Charges

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

Any and all monthly program rate change must be approved in writing in advance by the Director of the Parks and Recreation Department.

E. Payments To Contractor

Payment shall be made to the CONTRACTOR by the COUNTY when invoiced but no more than once every two weeks per the approved payment proposal. Payments will be made only for the current month of services, there will be no advanced payment of services.

F. Role of Parents' Organization

The Parents' Organization is established to support the general swim team in all its activities, such as the hosting of swim meets, award banquets, team social outings, the purchase of team uniforms, the coordination of team travel to away meets and fundraising events. The Parents' Organization is governed by an elected Board of Directors. General membership to the organization is open to parents of age-group participants in the swim program. The Parents' Organization should annually prepare a budget for general team needs and home pool team activities that benefit the team as a whole.

G. Role of Head Coach with Parents' Organization

The Head Coach is an independent contractor with Palm Beach County, and as such, is not permitted to be a member, voting or non-voting, of the Parents' Organization. The role of the coach is to provide training to participants, recommend equipment purchases which will enhance the program, and to recommend swim meets and other similar competitive or fund raising opportunities to the Board of Directors. The Head coach or other coaching staff may not influence, intimidate, or compellingly request involvement with the organization through verbal or written materials.

LAKE LYTAL LIGHTNING SWIM TEAM

2007 MEET & IMPORTANT DATES SCHEDULE*

* THE MEET SCHEDULE IS SUBJECT TO CHANGE

DATE	MEET	LOCATION	QUALIFIERS			
Jan. 12-14	Sr. Circuit Travel Meet	Sarasota	Sr. Circuit Cuts			
Feb. 17	PB County Sub JO	Aquacrest	All ages-Under JO			
Feb. 24	Sr. Quad Meet: Pine Cr./Fast/LLL/Comets	Pine Crest	Sr. Circuit Cuts 12 & O			
March 2-4	FGC North Division II Champs	Jupiter	All ages-Under JO			
March 9-11	Speedo Champions Series (Sectionals)	Ft. Lauderdale	Sectional Cuts			
March 16-18	FGC Jr. Olympics	Coral Springs	JO Cuts			
March 24-25	FGC vs. Florida All Star Meet	IRCC	Qualifiers from Jos			
March 28-31	USA Spring National Championships	East Meadow, NY	Spring Nat. Cuts			
March 30-Apr. 9						
April 20-22	FGC Wide Inv.	Jupiter	A times			
May 5-6	PB County Sub JO	TBA	All ages-Under JO			
May 5-6	LC Travel Meet to Sebastian	North County AC-Sebastian	BB+ Times			
May 19	PB County Sub JO	North Palm CC	All ages-Under JO			
June 1-3	FGC Wide Inv.	Florida Atlantic	A times			
June 16	PB County Sub JO	Aquacrest	All ages-Under JO			
June 22-23	FGC 'A' Inv.	Coral Springs	A times			
July 6-8	FGC North Division II Champs	Florida Atlantic	All ages-Under JO			
July 12-15	Speedo Champions Series (Sectionals)	Ft. Lauderdale	Sectional Cuts			
July 16	PB County Sub JO	Wellington	All ages-Under JO			
July 18-22	FGC Jr. Olympics	Plantation	JO Cuts			
July 23-Aug. 7	Senior & Silver Group End of Summer Break					
July 30-Aug. 11	Red & Bronze	end of Summer Break				
Wed. Aug. 8						
Wed. Aug. 22	School Begins					
Sept. 8	PB County Sub JO	Martin County	All ages-Under JO			
Sept. 14-16	FGC Top 16 'A' Inv.		A times			
Oct. 5-7	FGC Wide Inv.	Martin County	A times			
Oct. 10-17	FHSAA District Championships	TBA				
Oct. 26-29	FHSAA Regional Championships	TBA	Qualifers from Districts			
Nov. 1-3	FHSAA State Championships	TBA	Qualifers from Regionals			
Nov. 3	PB County Sub JO	Jupiter	All ages-Under JO			
Nov. 16-18	FGC Winter Championships	Plantation	JO Cuts			
Nov. 21-25						
Dec.	8 & Under Holiday Classic	ТВА	8 & Unders			
Dec.	PB County Championships	TBA	All swimmers 9 & Over			
Dec. 17-30						
Dec. 17-Jan. 6						



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	TNERGUE	111.50 . 076	
of Recreation Servic	e Provider/Sports Official	FEI/Social Security Numb	er
Which service(s) are	e you interested in providing?US.	AS HEAD CONCH	
List prior work exp	erience in providing this service:	·	
(A). Dates	Agency/Company STNCE MARCY	<u>Representative</u>	
EMP2	SYGD SINCE MARCH	1976	
Scope of Work		Contact #	
		·	
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>	
-	· · · · · · · · · · · · · · · · · · ·		
Scope of Work		Contact #	
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	<u>Representati</u>	
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ork	Cont	act #
		
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License/certification/education	Location/In	structor
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		ertification/education you have completed relevant to providing

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. Thank you.

NAME: GOEC		R.	Horens
Firs	it	Middle	Last name
OTHER NAMES YOU I	HAVE USED IN THE	E PAST (INCLUI	DING MAIDEN NAMES AND
- Approximately and the second			
DATE OF BIRTH:	4	27	60
	Year	month	day
RACE (CIRCLE ONE):	Black Alaskan Native	White Other	Asian
SEX (CIRCLE ONE):	Male	Female	
SOCIAL SECURITY N	UMBER:		- 0767
ADDRESS: 5444	BERRYBIAS	SOM WA	ne
Nu	mber Str	eet name	/ Apt. #
CITY: WPB	ch_st.	ATE: FL	ZIP CODE: 35 975



2007 LAKE LYTAL LIGHTNING YEARLY TRAINING SCHEDULE*

	RED		BRONZE		SIL	<u> SILVER</u>		SENIOR		
	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.		
JAN. 1 TO JUNE 2		T-F 4:30-5		T-F 5-6		M-F 4:30-6:30		M-F 4:30-7:30		
					Sat. 7:30-9		Sat. 7-10			
JUNE 4-AUG. 18	T-F 9-9:30	T-F 4:30-5	T-F 9-10	T-F 5-6	M-F 7-9	Wed. 4:30-6	M-F 6:30-9	M,T,TH,F 4:30-6		
							Sat. 7-9:30			
AUG, 20-NOV. 3		T-F 5-6		T-F 6-7		M-F 5-7	T,TH 5:15-6:30	M-F 4:30-7:15		
							Sat. 7-10			
NOV. 5-DEC. 22		T-F 4:30-5		T-F 5-6		M-F 4:30-6:30		M-F 4:30-7:30		
					Sat. 7:30-9		Sat. 7-10			

^{*} PLEASE REFER TO 'MEET & IMPORTANT DATES SCHEDULE' TO SEE LLL'S BREAKS

					i I	
ACORD CERTI	FICATE OF LIABII	ITY INS	URANC	E		DATE (MM/DD/YY) 01/08/07
PRODUCER	1-800-777-4930	THIS CERT	TIFICATE IS ISS	SUED AS A MATT	ER O	F INFORMATION
Risk Management Services, Inc P.O. Box 32712	c.	HOLDER.	THIS CERTIFIC	IO RIGHTS UPO ATE DOES NOT AFFORDED BY T	AME	ND, EXTEND OR
Phoenix, AZ 85064-2712			INSURERS	AFFORDING COV	ERAG)E
INSURED LAKE LYTAL LIGHTING			ington Insura			
USA Swimming etal Incl Local GORDON ANDREWS	Swimming Committees	INSURER B: Mut	ual of Omaha	Insurance Compa	iny	
5448 BERRY BLOSSOM WAY E	42	INSURER D:				
WEST PALM BEACH, FL 33415-44	7 <i>6</i>	INSURER E:				
COVERAGES	D BELOWILLIAM BERLIOCHER TO THE	OUDED MANES	POVE FOR THE PO	LICY BEDIOD INDIO	TED !	NOTWITHSTANDING
ANY REQUIREMENT, TERM OR COM MAY PERTAIN, THE INSURANCE AFF	D BELOW HAVE BEEN ISSUED TO THE IN IDITION OF ANY CONTRACT OR OTHER CORDED BY THE POLICIES DESCRIBED H	R DOCUMENT WITH HEREIN IS SUBJEC	RESPECT TO W	HICH THIS CERTIFIC	CAIL	MAY BE ISSUED OR
POLICIES. AGGREGATE LIMITS SHOTE INSERTION TYPE OF INSURANCE	WN MAY HAVE BEEN REDUCED BY PAID POLICY NUMBER		POLICY EXPIRATION DATE (MM/DD/YY)		LIMIT	s
A GENERAL LIABILITY	390-4890	01/01/07	01/01/08	EACH OCCURRENCE		\$ 2,000,000
X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any on	e fire)	\$ 100,000
CLAIMS MADE X OCCUR				MED EXP (Any one per	son)	\$ EXCLUDED
X Participant Legal	. :			PERSONAL & ADV INJ	URY	\$1,000,000
X Liability Included				GENERAL AGGREGAT		\$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	:			PRODUCTS - COMP/O	P AGG	\$ 2,000,000
X POLICY PRO- JECT LOC				COMBINED SINGLE LI	MIT	
ANY AUTO				(Ea accident)		\$
ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)		\$
HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)		\$
				PROPERTY DAMAGE (Per accident) \$		\$
GARAGE LIABILITY				AUTO ONLY - EA ACC	DENT	\$
ANY AUTO				OTHER THAN EA ACC \$		
			01 (01 (00	AUTO ONLY:	AGG	\$ \$3,000,000
A EXCESS LIABILITY	5629776	01/01/07	01/01/08	AGGREGATE		\$ 6,000,000
X OCCUR CLAIMS MADE				AGGREGATE		\$
DEDUCTIBLE						\$
RETENTION \$						\$
WORKERS COMPENSATION AND				WC STATU- TORY LIMITS	OTH- ER	
EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT		\$
				E.L. DISEASE - EA EM		
OTHER				E.L. DISEASE - POLIC	r LIMII	
B AD & D B XS ACC MED/DENTAL	T5MPSP35054 T5MPSP35054	01/01/07 01/01/07	01/01/08 01/01/08	Maximum Maximum	*	\$ 5,000 \$ 25,000 \$
DESCRIPTION OF OPERATIONS/I OCATIONS/I	EHICLES/EXCLUSIONS ADDED BY ENDORSEMEN	IT/SPECIAL PROVISION	NS			
Verification of General/Exce	ss Liability for INSURED ACTI	VITIES per att	tached. The Ce	rtificate Hold	er is	included
as Additional Insured per at	tached ADDITIONAL INSURED END	ORSEMENT EFFE	CTIVE CERTIFIC	ATE ISSUE DATE	•	
			T _{eq}			
, i						
CERTIFICATE HOLDER Y A	ODITIONAL INSURED; INSURER LETTER:	CANCELLAT		DED DOLLOISE DE CANO	ELIEDI	RECORE THE EXPIDATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL EXSEXWARK MAIL 30 DAY NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUCKNICH MAINTERNAME XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				30 DAYS WRITTEN		
2700 6th Ave. South						************
Lake Worth, FL 33461	USA	AUTHORIZED RE		rollyn J. Blu		
4000D or 6 (7/07) = 6	USA					ORPORATION 1988
ACORD 25-S (7/97) FG-LLL 5511040				@ ACC	.100	CHECHNILOR 1900

ATTACHMENT TO USA SWIMMING CERTIFICATE

ADDITIONAL NAMED INSUREDS:

It is agreed that the following persons or organizations shall be defined as an Additional Named Insured. Furthermore, the Additional Named Insured shall be included under the Persons Insured section of this policy as an Insured, solely as respects to liability arising from insured activities.

- a. United States Swimming, Inc., clubs and seasonal clubs which athletes or participants and coaches are members of United States Swimming, Inc.
- b. United States Swimming, Inc., member(s) and volunteer(s) while acting at the direction of, and within the scope of their duties for a Named Insured. However, none of these member(s) and volunteer(s) are insured for Personal Injury and Advertising Injury.

ADDITIONAL NAMED INSURED - INSURED ACTIVITIES:

The insurance afforded by this policy applies to any Additional Named Insured for insured activities. Insured activities are defined as:

- a. Swimming meets that have been issued a written meet sanction or a meet approval;
- b. Swimming practices, dry land training activities and learn to swim programs where all swimmers and/or participants are members of United States Swimming, Inc. and which are conducted under the direct and active supervision of a member coach;
- c. United States Swimming, Inc. Swim-A-Thons ®;
- d. Approved social events and approved fund raising activities;
- e. Swimming Tryouts.

Meet sanction is defined as a permit that has been issued by a Local Swimming Committee to a US Swimming, Inc. group member to conduct a meet in conformance with all United States Swimming, Inc. rules.

Meet approval is defined as a permit issued by a Local Swimming Committee for meets conducted in conformance with United States Swimming, Inc. technical rules in which both member and non members may compete.

Member coach is defined as a coach member of United States Swimming, Inc. who has complied with safety training required by United States Swimming, Inc.

Approved social events and approved fund raising activities are events and activities for which an Additional Named Insured has received approval from Risk Management Services, Inc.

Swimming Tryouts are defined as swimming practices where a swimmer(s) who is not and who has never been a member of United States Swimming, Inc. participates with a United States Swimming, Inc. club or seasonal club, for a period not to exceed thirty consecutive days in a twelve month period to determine the swimmer's interest in becoming a member of United States Swimming, Inc.

Dry land training activities are defined as weight training, running, calisthenics, exercise, machine training and any other activity for which an Additional Named Insured has received approval from Risk Management Services, Inc.

ATTACHMENT TO USA SWIMMING CERTIFICATE

POLICY NUMBER: 390-4890

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - BLANKET OWNERS AND/OR LESSORS OF PREMISES

The policy is amended to include as an Additional Insured any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the Additional Insured by us or on our behalf, but only with respect to liability arising out of insured activities by a Named Insured or an Additional Named Insured.

Additional Insured is defined as owners and/or lessors of premises leased, rented or loaned to a Named Insured or an Additional Named Insured.

The insurance afforded with respect to an **Additional Insured** by this endorsement is subject to the following additional exclusions:

- This insurance applies only to an occurrence which takes place while the Named Insured or Additional Named Insured is utilizing the premises;
- b. This insurance does not apply to an **occurrence** arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an **Additional Insured**;
- c. This insurance does not apply to an **occurrence** arising out of or related to any design defect or maintenance of the premises by or on behalf of an Additional Insured;
- d. This insurance does not apply to any occurrence which is caused by the negligence of the Additional Insured.

Effective Date: The effective date of this endorsement shall be the issue date of the certificate to which it is attached.

NOTE: THIS ATTACHMENT DOES NOT CHANGE, MODIFY OR NEGATE ANY POLICY TERMS, PROVISIONS, CONDITIONS AND/OR EXCLUSIONS OF THE ACTUAL POLICY.

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.

incompleteness in thi	s disclosure alone is grounds for disqualification of statements
APPLICANT:	Corn 2. Anosers
All Dichit.	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 providing services for/with Palm Beach County Parks and Recreation Department.

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

S	ections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	ections	415.111	adult abuse neglect or exploitation of aged person or disabled adults
	COLICIA	741.30	domestic violence and injunction for protection (defined in 741.20) means any
		, 11.50	account aggregated account hattery appraisated 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
			taking, enticing, or removing a child beyond the state limits with criminal intent
		787.04(2)	pending custody proceedings
		707.04(2)	carrying a child beyond the state lines with criminal intent to avoid producing a
		787.04(3)	child at a custody hearing or delivering the child to the designated person
		500 115(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
		790.115(2b)	possessing an electric weapon of device, decaded
			school property
		794.011	sexual battery prohibited acts of persons in familial or custodial authority (former)
		794.041	promitted acts of persons in familiar of custodiar duties.
	Chapte		prostitution
		n 798.02	lewd and lascivious behavior
	Chapte	er 800	lewdness and indecent exposure
		n 806.01	arson
	Chapte	er 812	felony theft and/or robbery
	Sectio	ns 817.563	fraudulent sale of controlled substances, if the offense was a felony abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	-	825.102	abuse, aggravated abuse, or neglect of disabled adults of closery personnel abuse, aggravated abuse, or neglect of disabled adults of closery personnel abuse, aggravated abuse, or neglect of disabled adults of closery personnel abuse, aggravated abuse, or neglect of disabled adults of closery personnel abuse, aggravated abuse, or neglect of disabled adults of closery personnel abuse, aggravated abuse, or neglect of disabled adults of closery personnel abuse.
		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

	•				
	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	contributing to the of negligent treatment sexual performance resisting arrest with obscene literature encouraging or recruting abuse preventiperson involved in the sexual person in the sexual person involved in the	by a child	ncy of a child criminal gang ne offense was a fe	lony or if any othe
Explanati	ion: (Provide details of any items init	tialed above. Attach anot	ther sheet if necessary.)		
Description	<u>on</u>		<u>Dates</u>	•	
					
					
The above	e statements are true and complet	e to the best of my kno	owledge.	INITIAL:	
cha juri	signing this section, I affirm lty or nolo contendere (no contendere under the provisions of isdiction. I also affirm that enses. Applicant's Signa	f the Florida Statute I do not have a deli	of the adjudication, es or under any simi inquency record that	to any of the fo	regoing other
		OR			
Dise and	signing this section, I declar equalifying charges, acts or or I true with regard to any of the der any similar stature of and	offences and that the he above charges u	e explanation I have	e provided is co	mplete
	Applicant's Signatur	е		Date	





Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001290

DATE : 01/19/2007

CONTRACT INFORMATION Active

GONZ1093100207523300A

Certificate of Insurance

NAME :

GONZALEZ, ANDRES & CATHERINE

VENDOR CODE:

GONZ109310

INSTRUCTOR:

MARTIAL ARTS

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

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

MARTIAL ARTS

CONTRACT DATE :

01/18/2007

START DATE :

02/22/2007

END DATE :

09/28/2007

CONTRACT AMOUNT :

5,000.00 REVENUE AMOUNT:

5,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

5,000.00 AMOUNT LEFT :

5,000.00

ASSIGNED CATEGORIES:

MARTIAL ARTS

0.70 Pct

		RECREATION SERVICES
	COUNT: 0001-5	80-5233-3422 VENDOR CODE: CONTRACTS
M	C: ////	PS: (W) GC: / CAMA 94 DD: / DD:
		INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
T	his Agreemen Palm Beac	t is made as of the 18 day of 200, by and between the Board of County Commissioners of the County, Florida, hereinafter referred to as the "COUNTY" and Andres & Catherine Gonzalez., an Independent Contractor, hereinafter referred to as "CONTRACTOR".
		WITNESSETH:
pro	WHERE ogram, and de	AS, the COUNTY desires to make available (a) (an) <u>Karate</u> sires to contract with CONTRACTOR to provide a specific service for that program; and
pro	WHERE oviding said pr	AS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram.
an	NOW THE	HEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY OR hereby agree as follows:
1.	Term: The contermination of	lass, activity or service will begin on <u>February 22, 2007</u> and will meet thereafter with the late of this agreement being <u>September 28, 2007</u> .
2.	charges from	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$50.00 ,per asses) . Revenue Account No. 0001-580-5233-4721-09
3.	Payments T	o Contractor:
	а.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of five thousand and xx/100 Dollars (\$ 5,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
	b.	The CONTRACTOR's fee shall be the sum of \$ or % of the paid enrollment fees for the class or activity.
4.	Specific Det	ails: received
	a.	Type of service/instructor: Andres and Catherine Gonzalez . 1/9/07/3
	b.	Name of class or activity: <u>Karate Classes</u>
	C.	Day(s)/Date(s) Scheduled: Thursdays, February 22, 2007 through -September 27, 2007.
	d.	Time Scheduled: 6:00 pm to 7:00 pm
	e.	Location: West Jupiter Recreation Center .
	f.	A minimum of 6 and a maximum of 25 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>30</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.
- 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 West Jupiter Newsletter and public service announcements.

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

Alison Schram, Facility Manager, West Jupiter Recreation Center	DII. 504 747 0455	
Anson Octifati, I actify Wanager, West Jupiter Recreation Center	PH: 561-747-3455	

- 12. Indemnification: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
- 13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: <u>Andres and Catherine Gonzalez.</u>

CONTRACTOR'S Address: 13706 59th Court North, West Palm Beach, Florida 33411

CONTRACTOR'S Phone No. <u>561-352-9360</u>

- 14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <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. 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 Many E. Berle	PALM BEACH COUNTY Innis I
SIGNATURE	
Nancy E. Beale	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
NÂME (TYPE OR PRINT)	INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS	poley diales Gronsples
SIGNATURE Alison Schram	Cathy Gonzalez Andy Gonzalez
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

American Goju Ryu Inc. Karate Class Scope of Service

The Cathy Gonzalez of American Goju Ryu Inc., will provide Martial Arts instruction at the West Jupiter Recreation Center located at 6401 Indiantown Road, Jupiter, Florida 33445.

Instruction will be provided to participants five years of age or older in accordance with the requirements set forth by the American Goju Ryu Karate organization.

The program will be offered from January, 2007 through September, 2007. Classes are held on Tuesdays from 6:00 to 7:00pm. A fee of \$50.00 per person will be charged for 4 1 hour classes per session. A session consists of 4 weeks. There are 10-four week sessions per program year.

Equipment used in this program consists of <u>floor mats.</u>

COMMENDA		RED MEMBE		r.
	AL GENERAL LIABIL	Policyholder	IIVIO CERCITACIO	
Insurance Company		1		
Capitol Specialty Insu	rance Corporation	Sports and Recr	reation Providers Association 76 South Naperville Road, Bl Wheaton, IL 60187	Purchasing Group dg-B
Named Insured Member		Certificate Polic	y Period	
Andres & Cather	in - Committee	1	Effective 9/29/06	
13706 59 th Co			Expiration 9/29/07	
West Palm Beac		Coverage is effec	ctive and expires at 12:01am a insured member	t the address of the
Location/Description of Operation	D5			
Martial Arts				
A A A A A A A A A A A A A A A A A A A				
Schedule of Additional Insureds		; 		* * <u>*</u>
The below entities are added as addit policy term.	ional insured but only in respec	t to liability arising	out of operations of the name	insured during the
1	2.		3.	
1. The City of Hollywood	The Village of Roy	al Palm Beach	Palm Beach County	
2600 Hollywood Blvd.	Recreation Center		Board of County Com	
Hollywood, FL 33020	100 Sweet Bay Lan West Palm Beach, I		2700 6th Avenue South Lake Worth, FL 33461	
4.	5.		6.	
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7.	8.		9.	
			A A A A A A A A A A A A A A A A A A A	
This Certificate Issued By:				
		& Associates, Inc.		
		ville Road, Bldg-B		
		ox 4200 .IL 60189		; ; ;
	-	65-7011		
Capitol Specialty Insurance Corporati Providers Association Purchasing Gro- ertificate holder are as specified abo- insurance provided under the Master	oup Master Policy. The limits ove. This certificate of insurance Policy. All claims are paid acc	of liability, premium is not the contract of ording to the term of	and effective date of coverage of insurance. It is merely evid	applicable to such
o review a copy of the Master Policy			Dean	
Authorized i	Purchasing Group Representative	re <u>Francis L</u>	÷ 1498.6	



SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

RECREATIO	INSTRUCTORS & SPORTS	SOFFICIA	Lo .
e of Recreation Service Provider/S	-and/or Cathy Genzalez 589 ports Official FEI	<u>′ - ∂○ - 5</u> Social Securi	5/39 ty Number
Which service(s) are you interest	ed in providing? KARA	e ()	ASSES
List prior work experience in pro	oviding this service:		
<u>Dates</u>	Agency/Company	<u>Representa</u>	<u>tive</u>
(A). Jan-1993-present	City of Hollywood Royal Palu Boach	Livi	a Gobern
JAN-2002-presen	t Royal Palu Boach	Lou	Vechio.
		,	
Scope of Work		Contact #	
HACKED.			
<u>Dates</u>	Agency/Company	<u>Representa</u>	<u>tive</u>
(B).			
Scope of Work		Contact #	
		V - 1-15-1-1	

<u>Dates</u>	Agency/Company	<u>Representat</u>	ive
(C).			
Scope of Wa	ork	Cont	tact #
	· · · · · · · · · · · · · · · · · · ·		
Tiet and Hammel	wtification/advacation was been assumbled a	elevant to providing	this service:
List any licenses/ce	runcauon/education you nave completed r		
List any licenses/ce	rtification/education you have completed r	olovanie to providing	
Dates	License/certification/education	Location/In	<u>structor</u>
	License/certification/education	Location/In	<u>structor</u>
		Location/In	<u>structor</u>
	License/certification/education	Location/In	<u>structor</u>
Dates Soft 2007	License/certification/education That see black belt	Location/In	structor Mones Aley A
Dates Soft 200 7	License/certification/education That Degree black helt Your employees related to anyone employed	Location/In	structor Mones Aley I
Dates Soft 2007	License/certification/education That Degree black helt Your employees related to anyone employed	Location/In	structor Mones Aley A
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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: AND ROS	MACAREN S MIDDLE	Gonza	alez r
Other names you have used	in the past (including maiden names and nic	knames):	
DATE OF BIRTH:	768 MAY 3Rd YEAR MONTH DAY		
RACE: (PLEASE CIRCLE)	Black White Alaskan Native Unknown	Asian	
SEX: (PLEASE CIRCLE)	Male Female		
SOCIAL SECURITY NUMB	ER 589-20-5139		
ADDRESS: 13706 NUMBER CITY: West PALM	S9th cf. North STREET BORD STATE: FLORDA	APT#	
IP CODE: 33411	CMTER	1	-

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 COTHERNE	Maria	G	zonzal	ez
FIRST	MIDDLE		LA	ST
Other names you have used in the p	ast (including maiden	names and nick	names):	
Marareno, tal	lacuo			
	01			
DATE OF BIRTH:	9169	08	-	
YEAL	R MONTH	DAY		
RACE: (PLEASE CIRCLE)	Black (White	Asian	
	Alaskan Native	Unknown		
SEX: (PLEASE CIRCLE)	Male	Female		
SOCIAL SECURITY NUMBER	591-07	-5385		
address: 13704 S97	世 CT NO	dth.		
NUMBER CITY: WeSt Palm Pol	STREET STATE: H		APT#	
ZIP CODE: <u>33411</u>	TOM:	ELERIE I		



MAIL TO:

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

VC-109310 (Vendor Code to be assigned by P.B.C.)

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration [] Change of Information	
Headquarters (Legal Name) of Cumpany: Andly one Cothy Gonzaloz (Must match name to which Redem) (i.i. or Taxpelor ID in assigned.)	
Alias/D/B/A (Doing-Business-As) Name: (List your D/B/A or fictitious name only if applicable.)	·
Organization Type: Individual (X Company ()	
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number? 589-20-5139	
1. Please list below your Headquarters address Information: Address 13706 SALE CT NOHE	
City: USO State/Province: 71	
ZipiPostal Code: 33411 Country: USA	- Control of the Cont
Main Phone Number: (SU) 792-1834 Contact Name Cather Conzale E-mail Address may be used for Orders/Contracts	ret
iE-mail Address may be used for Orders/Contracts)
Con test Phone Number 561 784-4162 Alternate Phone Number: (561) 353-9360	≥
Contact Fax Number: (5Lo) 204-5444 Alternate Fax Number:	N. Harrier
2. Please list below your payment address/accounts receivable department information addresses if necessary, or check here if [V] Same as Headquarters:	1
City:State/Province:	~
Zip/Postal Code: Country:	
Main Phone Number:	
Contact Name: E-mail Add/ess:	·
Contact Phone Number Alternate Phone Number:	many annua
Contact Cov Number	

City:			
			State/Province:
Zip/P	ostal Code:	-,	Country:
M ain	Phone Number	•	
			E-mail Address:
			(E-mail Address may be used for Orders/Contracts)
Conts	et Phone Numi	ber:	Alternate Phone Number:
Conta	ct Fax Number		Aiternate Fax Number:
L.		Cartifications:	
	(Contact the I	Jounty Occupation Palm Beach Count	hal License Number: ty Tax Collector's Office (561) 355-2272.)
	List Others:		
	,		Number:
		Type:	Number:
			Position/Title:
	Hame:		Position/Title:
i.	List Company	Officials:	
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' .	[] NO For more info		ified as a Small Business Enterprise or a Minority-Owned Business? {]Y
			ompany Officer or Principal (Required for Registration):

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:	- Otherne M Goralez	
	Please print complete name	

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

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

Sections 393.135	relating to sexual misconduct with certain developmentally disabled clients
394.4593	relating to sexual misconduct with certain mental Health patients
Sections 415.111	adult abuse neglect or competition of and meanin panems
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
	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
	oattery, stalking, aggravated stalking, kidnapping false imprisonment etc. of a
782.04	launty or nousehold member
	morder
782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
	aggravated mansiaugnier 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 assessment 1:111
	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
787.04(3)	corring a shift have to
	carrying a child beyond the state lines with criminal intent to avoid producing a
790.115(1)	child at a custody hearing or delivering the child to the designated person
790.115(1)	exhibiting lifearms or weapons within 1,000 feet of a school
790.113(20)	possessing an electric weapon or device, destructive device, or other weapon on
794.011	school property
794.011 794.041	sexual battery
Chapter 796	prohibited acts of persons in familial or custodial authority (former)
	prosumion
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Chapter 812	felony theft and/or robbery
Chapter 800 Section 806.01 Chapter 812 Sections 817.563	frandulent 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
	- The critical was a relong

827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	incest child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor sexual misconduct in juvenile justice programs	other
	itialed above. Attach another sheet if necessary.)	
<u>Description</u>	<u>Dates</u>	
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	e to the best of my knowledge. INITIAL:	
By signing this section, I affirm guilty or nolo contendere (no contanges under the provisions of	that I have not been charged, found guilty or entered a plea of ontest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statutes of the statutes of the statutes of under any similar statutes of the statutes of under any similar statutes of the	
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APPLICANT:	- Andres Gonzplaz	
	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:

	94.4593 relatin	g to sexual misconduct with certain developmentally disabled clients g to sexual misconduct with certain mental Health patients
Sections 4	13.111 adult a	buse, neglect, or exploitation of aged person or disabled adults
7	41.30 domes	tic 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
78	82.04 murde	
		nighter, aggravated manslaughter of anelderly person or disabled adult, or
78	aggiav 32.071 vehicni	ated manslaughter of a child
	· Oliton	
		an unborn child by injury to the mother
A CONTRACTOR OF THE CONTRACTOR	***************************************	if the victim of offense was a minor
	4551414	ated assault
	4.03 battery,	if the victim of offense was a minor
	4.045 aggrava	ited battery
	7.01 kidnapp	
	7.02 false im	prisonment
78'	7.04(2) taking,	enticing, or removing a child beyond the state limits with criminal intent
	Dentinia	custody proceedings
787	7.04(3) carrying	a child beyond the state lines with criminal intent to avoid producing a
	Cinc at	a custody hearing or delivering the child to the designated person
790	0.115(1) exhibiting	ng firearms or weapons within 1,000 feet of a school
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	school p	ng an electric weapon or device, destructive device, or other weapon on
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Chapter 800		lascivious behavior
Section 806	Λ1	and indecent exposure
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Chapter 812		eft and/or robbery
Sections 817.		it sale of controlled substances, if the offense was a felony
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Explanation: (Provide details of an	y items initialed above. Attach anoth	er sheet if necessary.)		•
<u>Description</u>		<u>Dates</u>		
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jurisdiction. I also affirm	sions of the Florida Statutes m that I do not have a deline	or under any similar usency record that is	statute of another similar to any of	these
Applicant	s Signature		0 / 6 © /Date	
and true with regard to an under any similar stature	declare that my record may cts or offences and that the eny of the above charges und of another jurisdiction.	xplanation I have no	ovided is complet	•