

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **February 27, 2007**

Consent
 Ordinance

Regular
 Public Hearing

Department: **Parks and Recreation**

Submitted By: **Parks and Recreation Department**

Submitted For: **Parks and Recreation Department**

I. EXECUTIVE BRIEF

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

- A) East Coast School of Self Defense, Martial Arts Program, Coconut Cove Recreation Center (EAST1090390107525400A);
- B) Gordon Andrews, USA Head Swim Coach, Lake Lytal Pool (ANDR00200207530200I);
- C) Andres & Catherine Gonzalez, Martial Arts Instructors, West Jupiter Recreation Center (GONZ1093100207523300A).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreement(s) have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolution 02-2103, and are now being submitted to the Board to receive and file. Countywide (AH)

Background and Justification: The Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolution 02-2103) was adopted by the Board to streamline the process of hiring recreation instructors and sports officials. The Board granted the Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments: Independent Contractor Agreements (3)

Recommended by: 
Department Director

1/30/07
Date

Approved by: 
Assistant County Administrator

2/7/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>61,666</u>	<u>23,333</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>< 79,761 ></u>	<u>< 29,167 ></u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(18,095)</u>	<u>(5,834)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

	Contractor	FY2007		FY2008	
		Revenue	Expense	Revenue	Expense
A	East Coast School of Self Defense	14,285	9,999		
B	Gordon Andrews	58,333	46,667	29,167	23,333
C	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:

Elizabeth Green 2/1/07
 OFMB
 mg
 2/1/07

Jim J. Jacobs 2/2/07
 Contract Development and Control
 E. Jones 2/2/07

B. Legal Sufficiency:

Anne Delgant 2-5-07
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

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



Palm Beach County
Parks and Recreation Dept.

DATE : 01/10/2007

Contract Tracking System 0000001289

CONTRACT INFORMATION
Active

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 : 9,999.00 **AMOUNT LEFT :** 9,999.00

ASSIGNED CATEGORIES:

MARTIAL ARTS 0.70 Pct

AQUATICS				
ACCOUNT: 0001-580-5254-3422	VENDOR CODE:		CONTRACT:	
MC:	PS:	CC:	CA: <i>27</i>	DD: <i>DHL</i>

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

This Agreement is made as of the 8 day of Jan, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and East Coast School of Self Defense, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Beginning, Intermediate, and Advanced Martial Arts program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on January 24, 2007 and will meet thereafter with the termination date of this agreement being March 15, 2007.

2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$50.00 per 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 ninety nine 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 bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

a. Type of service/instructor: Martial Arts Instructor

b. Name of class or activity: Beginning, Intermediate & Advanced Martial Arts

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 15 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
12/28/06

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

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

11. **County Representative:** The County Representative for this CONTRACT is:

Marisa Bennett PH: 561-274-1140 ext 204

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

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

Director of Special Facilities & Beaches
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: East Coast School of Self Defense

CONTRACTOR'S Address: 21000 Boca Rio Road A20 Boca Raton, FL
33433

CONTRACTOR'S Phone No. 561-218-5755

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Marisa Bennett
SIGNATURE

Marisa Bennett
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Russell S. Haas/president
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Delgent
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

TO: Palm Beach County Parks & Recreation - Coconut Cove Water park

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 BEFORE THE START DATE OF CONTRACT.

CERTIFICATE OF INSURANCE

1307925

ISSUE DATE (MM/DD/YY)

12/12/06

PRODUCER
 PHONE (A/C): 1-800-648-6406
 K & K Insurance Group, Inc.
 1712 Magnavox Way
 P.O. Box 2338
 Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **NATIONWIDE MUTUAL INSURANCE CO**
 COMPANY LETTER **B**
 COMPANY LETTER **C**

INSURED
 EAST COAST SCHOOL OF SELF DEFENSE
 21000 BOCA RIO RD A-20
 BOCA RATON, FL 33433

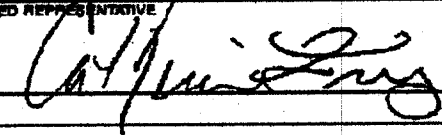
COVERAGES

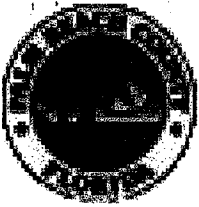
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
					Each Occurrence	Aggregate
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot.	FWC0002018900	12:01AM 6/16/06	12:01AM 6/16/07	General Aggregate	\$ 2000
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ 1000
A	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability	FWC0002018900	12:01AM 6/16/06	12:01AM 6/16/07	Combined Single Limit	\$ 1000
					Sodily Injury (per person)	\$
					Sodily Injury (per accident)	\$
					Property Damage	\$
					Excess Liability	
	<input type="checkbox"/> Other than Umbrella form				Each Occurrence	Aggregate
					\$	\$
	Workers' Compensation and Employers' Liability				Statutory	
					\$	Each Accident
					\$	Disease-Policy Limit
A	Participant Accident	FWC0002018900	12:01AM 6/16/06	12:01AM 6/16/07	AD&D	\$ NONE
					Primary Medical	\$ NONE
					Excess Medical	\$ 25
					Weekly Indemnity	\$ X NONE

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

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PARKS & RECREATION DEPT 2700 SOUTH AVE SOUTH LAKEWORTH, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Russ Haas / East Coast School of Self Defense 130-52-7384
 Name of Recreation Service Provider/Sports Official FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2001 - present	Whispering Pines Elem	Melanie Magill
2001 - present	B'nai Torah	Adele Weisblatt
2003 - present	B'nai Israel	Debbie Goldsmith / Cathy Davis
<u>Scope of Work</u>		<u>Contact #</u>
Provide martial arts instruction to their students at their respective schools.		

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 2001-2003	All Star Karate	N/A
1996-2001	Boca Best Karate	N/A

<u>Scope of Work</u>	<u>Contact #</u>
Martial Arts Instruction	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 2003-2006 present	East Coast School of Self Defense	Ross + Mindy Haas
		561-218-5755

<u>Scope of Work</u>	<u>Contact #</u>
Full time instruction and ownership/operation of martial arts school.	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
12/2004	3 rd Degree Black Belt American Kenpo Karate	Manny Reyes Sr. 305-696-0099
1986	B/A Oneonta State University Business/Economics/Educational Psychology	

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Mindy 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:

- | | | |
|--------------------------|------------------|---|
| <input type="checkbox"/> | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
| <input type="checkbox"/> | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| <input type="checkbox"/> | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| <input type="checkbox"/> | 741.30 | domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member |
| <input type="checkbox"/> | 782.04 | murder |
| <input type="checkbox"/> | 782.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child |
| <input type="checkbox"/> | 782.071 | vehicular homicide |
| <input type="checkbox"/> | 782.09 | killing an unborn child by injury to the mother |
| <input type="checkbox"/> | 784.011 | assault, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.021 | aggravated assault |
| <input type="checkbox"/> | 784.03 | battery, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.045 | aggravated battery |
| <input type="checkbox"/> | 787.01 | kidnapping |
| <input type="checkbox"/> | 787.02 | false imprisonment |
| <input type="checkbox"/> | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| <input type="checkbox"/> | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person |
| <input type="checkbox"/> | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| <input type="checkbox"/> | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| <input type="checkbox"/> | 794.011 | sexual battery |
| <input type="checkbox"/> | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| <input type="checkbox"/> | Chapter 796 | prostitution |
| <input type="checkbox"/> | Section 798.02 | lewd and lascivious behavior |
| <input type="checkbox"/> | Chapter 800 | lewdness and indecent exposure |
| <input type="checkbox"/> | Section 806.01 | arson |
| <input type="checkbox"/> | Chapter 812 | felony theft and/or robbery |
| <input type="checkbox"/> | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| <input type="checkbox"/> | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| <input type="checkbox"/> | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| <input type="checkbox"/> | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

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

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

INITIAL:

MSJ

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.

MSJ _____ 12/15/06
Applicant's Signature Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature Date

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

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 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 393.135	relating to sexual misconduct with certain developmentally disabled clients
_____ 394.4593	relating to sexual misconduct with certain mental Health patients
_____ Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
_____ 741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
_____ 782.04	murder
_____ 782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
_____ 782.071	vehicular homicide
_____ 782.09	killing an unborn child by injury to the mother
_____ 784.011	assault, if the victim of offense was a minor
_____ 784.021	aggravated assault
_____ 784.03	battery, if the victim of offense was a minor
_____ 784.045	aggravated battery
_____ 787.01	kidnapping
_____ 787.02	false imprisonment
_____ 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
_____ 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
_____ 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
_____ 790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
_____ 794.011	sexual battery
_____ 794.041	prohibited acts of persons in familial or custodial authority (former)
_____ Chapter 796	prostitution
_____ Section 798.02	lewd and lascivious behavior
_____ Chapter 800	lewdness and indecent exposure
_____ Section 806.01	arson
_____ Chapter 812	felony theft and/or robbery
_____ Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
_____ 825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
_____ 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
_____ 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

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

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

INITIAL:



By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.



 Applicant's Signature

12/11/06

 Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

 Applicant's Signature

 Date



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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters(Legal Name) of Company: 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? 20-0008923

1. Please list below your Headquarters address information: _____

Address: 21000 Boca Rio Rd A-20

City: Boca Raton State/Province: FL

Zip/Postal Code: 33433 Country: USA

Main Phone Number: 561-218-5755

Contact Name: Russell & Mandy Hoar E-mail Address: ECSSD@adelphia.net
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-218-5755 Alternate Phone Number: _____

Contact Fax Number: 561-470-1309 Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

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

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

4. Licenses and Certifications:

Palm Beach County Occupational License Number: HS5200
(Contact the Palm Beach County Tax Collector's Office (561) 355-2272.)

List Others: Type: _____ Number: _____

Type: _____ Number: _____

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

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

6. List Company Officials:

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

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

For more information, please contact the Palm Beach County Office of Small/Minority/Women Business Assistance at (561) 616-8840

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

Print Name: Russell S. Haas Title: President

Signature:  Date: 12/13/06

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

If yes, date copy forwarded to OSBA: _____

BACKGROUND INFORMATION

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

NAME: Mindy Sue HAAS
FIRST MIDDLE 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 114-60-9901

ADDRESS: 9580 Everglades Park Ln.
NUMBER STREET APT#

CITY: Boca Raton STATE: FL

ZIP CODE: 33428

ENTERED
12/29/06

BACKGROUND INFORMATION

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

NAME: Russell Scott Haas
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1964 August 31
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 130-52-7384

ADDRESS: 9580 Everglades Pk Ln.
NUMBER STREET APT#

CITY: Boca Raton STATE: FL

ZIP CODE: 33428



contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001291

DATE : 01/19/2007

CONTRACT INFORMATION
Active

ANDR00200207530200I

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				
ACCOUNT: <u>0001-580-5302-3422</u>	VENDOR CODE:	CONTRACT:		
MC: <u>JA</u>	PS: <u>2</u>	CC: <u>8</u>	CA: <u>QH</u>	DD: <u>DHL</u>

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

This Agreement is made as of the 17 day of Jan, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Gordon Andrews, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) USA Swimming program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on February 1, 2007 and will meet thereafter with the termination date of this agreement being January 31, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$40.00-\$85.00 per participant 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 Details:**

- a. Type of service/instructor: USA Competitive Head Swim Coach
- b. Name of class or activity: USA Competitive Swimming Team
- 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 60 and a maximum of 150 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
12/27/06 1/6

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

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

11. **County Representative:** The County Representative for this CONTRACT is:

Jennifer Anglin, Aquatic Coordinator

PH: 561-966-6632

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

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

Director of Special Facilities & Beaches
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Gordon Andrews

CONTRACTOR'S Address: 5448 Berry Blossom Way E, WPB, FL 33415

CONTRACTOR'S Phone No. 561-689-7120

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

Theresa Lawrence
SIGNATURE
Theresa Lawrence
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

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

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE
GORDON R. ANDREWS, HEAD
NAME & TITLE (TYPE OR PRINT)

CONTRACTOR WITNESS

J. J. Shilley
SIGNATURE
Joseph T. McNealey
NAME (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delant
COUNTY ATTORNEY

**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

<u>DATE</u>	<u>MEET</u>	<u>LOCATION</u>	<u>QUALIFIERS</u>
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	Qualifiers from Districts
Nov. 1-3	FHSAA State Championships	TBA	Qualifiers 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	TBA	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

GORDON ANDERSON
 Name of Recreation Service Provider/Sports Official

111-50-0761
 FEI/Social Security Number

1. Which service(s) are you interested in providing? USAS HEAD COACH

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>EMPLOYED SINCE MARCH 1996</u>		

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

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

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

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C).		
<u>Scope of Work</u>		<u>Contact #</u>

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
-	ASCA LEVEL 4 ACHIEVEMENT	
-	USAS CERTIFIED	
-	NISCA MEMBER	
-	ASCA MEMBER	

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.

BACKGROUND INFORMATION

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

NAME: Gordon R. Andrews
First Middle Last name

OTHER NAMES YOU HAVE USED IN THE PAST (INCLUDING MAIDEN NAMES AND NICKNAMES): _____

DATE OF BIRTH: 4 27 60
Year month day

RACE (CIRCLE ONE): Black White Asian
Alaskan Native Other _____

SEX (CIRCLE ONE): Male Female

SOCIAL SECURITY NUMBER: 111 - 50 - 0767

ADDRESS: 5444 BerryBlossom Way E.
Number Street name Apt. #

CITY: W. P. Bch STATE: FL ZIP CODE: 33415



2007 LAKE LYTAL LIGHTNING YEARLY TRAINING SCHEDULE*

	RED		BRONZE		SILVER		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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/08/07

PRODUCER
Risk Management Services, Inc.
P.O. Box 32712
Phoenix, AZ 85064-2712

1-800-777-4930

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
LAKE LYTAL LIGHTING
USA Swimming etal Incl Local Swimming Committees
GORDON ANDREWS
5448 BERRY BLOSSOM WAY E
WEST PALM BEACH, FL 33415-4442

INSURER A: Lexington Insurance Company
INSURER B: Mutual of Omaha Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	390-4890	01/01/07	01/01/08	EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	5629776	01/01/07	01/01/08	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER AD & D	T5MPSP35054	01/01/07	01/01/08	Maximum \$ 5,000
B	XS ACC MED/DENTAL	T5MPSP35054	01/01/07	01/01/08	Maximum \$ 25,000 \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Palm Beach County Board of County Commissioners 2700 6th Ave. South Lake Worth, FL 33461 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE OR MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, FOR FURTHER INFORMATION SEE THE POLICY. AUTHORIZED REPRESENTATIVE <i>Carolyn J. Blumit</i>

ATTACHMENT TO USA SWIMMING CERTIFICATE

ADDITIONAL NAMED INSURED:

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.

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

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:

- a. 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.

**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:

Gordon R. Andrews

Please print complete name

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

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

- | | | |
|----------------|-------------|---|
| _____ Sections | 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
| _____ | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| _____ Sections | 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| _____ | 741.30 | domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member |
| _____ | 782.04 | murder |
| _____ | 782.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child |
| _____ | 782.071 | vehicular homicide |
| _____ | 782.09 | killing an unborn child by injury to the mother |
| _____ | 784.011 | assault, if the victim of offense was a minor |
| _____ | 784.021 | aggravated assault |
| _____ | 784.03 | battery, if the victim of offense was a minor |
| _____ | 784.045 | aggravated battery |
| _____ | 787.01 | kidnapping |
| _____ | 787.02 | false imprisonment |
| _____ | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| _____ | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person |
| _____ | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| _____ | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| _____ | 794.011 | sexual battery |
| _____ | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| _____ Chapter | 796 | prostitution |
| _____ Section | 798.02 | lewd and lascivious behavior |
| _____ Chapter | 800 | lewdness and indecent exposure |
| _____ Section | 806.01 | arson |
| _____ Chapter | 812 | felony theft and/or robbery |
| _____ Sections | 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _____ | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

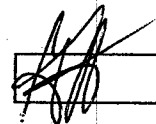
_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

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

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

INITIAL:



By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.


Applicant's Signature

12/19/06
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



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				
ACCOUNT: 0001-580-5233-3422	VENDOR CODE	CONTRACT:		
MC: <u>AMS</u>	PS: <u>PM</u>	CC: <u>D</u>	CA: <u>094</u>	DD: <u>PM</u>

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

This Agreement is made as of the 18 day of Jan, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Andres & Catherine Gonzalez, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Karate program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on February 22, 2007 and will meet thereafter with the termination date of this agreement being September 28, 2007.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$50.00, per session (4 classes). Revenue Account No. 0001-580-5233-4721-09.
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of 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 70 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: Andres and Catherine Gonzalez
- b. Name of class or activity: Karate Classes
- 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.

received
1/19/07

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

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

CONTRACTOR'S Phone No. 561-352-9360

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Alison Schram
SIGNATURE

Alison Schram
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Dennis Sullivan
DEPARTMENT DIRECTOR

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

INDEPENDENT CONTRACTOR

Andy Gonzalez
SIGNATURE

Cathy Gonzalez Andy Gonzalez
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgent
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 floor mats.

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

Insurance Company Capitol Specialty Insurance Corporation	Policyholder Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg-B Wheaton, IL 60187
Named Insured Member Andres & Catherine Gonzalez 13706 59 th Court North West Palm Beach, FL 33411	Certificate Policy Period Effective 9/29/06 Expiration 9/29/07 Coverage is effective and expires at 12:01am at the address of the insured member
Location/Description of Operations Martial Arts	

Schedule of Additional Insureds

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

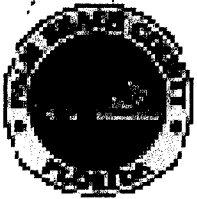
- | | | |
|--|---|---|
| 1.
The City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020 | 2.
The Village of Royal Palm Beach
Recreation Center
100 Sweet Bay Lane
West Palm Beach, FL 33411 | 3.
Palm Beach County
Board of County Commissioners
2700 6 th Avenue South
Lake Worth, FL 33461 |
| 4. | 5. | 6. |
| 7. | 8. | 9. |

This Certificate Issued By:

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

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

Authorized Purchasing Group Representative Francis L. Dean



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Andy Gonzalez and/or Cathy Gonzalez 589-20-5139
 Name of Recreation Service Provider/Sports Official FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>JAN-1993-present</u>	<u>CITY OF HOLLYWOOD</u>	<u>LINDA GOBERNA</u>
<u>JAN-2002-present</u>	<u>ROYAL PALM BEACH</u>	<u>LOU VECCHIO</u>

Attached

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

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

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
Sept 2007	7 th Degree black belt	FANSHUA Monestrey New Jersey

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.

BACKGROUND INFORMATION

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

NAME: Andres MARABENO GONZALEZ.
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1968 MAY 3rd
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 589-20-5139

ADDRESS: 13706 59th St. North _____
NUMBER STREET APT#

CITY: West Palm Beach STATE: FLORIDA

ZIP CODE: 33411

ENTERED
11/29/06

BACKGROUND INFORMATION

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

NAME Catherine Maria Gonzalez
FIRST MIDDLE LAST

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

Macarena, Palacio

DATE OF BIRTH: 1969 01 08
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 591-07-5385

ADDRESS: 13706 59th CT NORTH
NUMBER STREET APT#

CITY: West Palm Bch STATE: FL

ZIP CODE: 33411





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

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 Company: Andy and Cathy Gonzalez
 (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? 589-20-5139

1. Please list below your Headquarters address information:

Address: 13706 54th CT NORTH

City: WPO State/Province: FL

Zip/Postal Code: 33411 Country: USA

Main Phone Number: (561) 792-7836

Contact Name: Cathy Gonzalez E-mail Address: Cat9800@bellsouth.net
 (E-mail Address may be used for Orders/Contracts)

Contact Phone Number: (561) 784-4162 Alternate Phone Number: (561) 352-9360

Contact Fax Number: (561) 204-5144 Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

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

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

4. Licenses and Certifications:

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

List Others: Type: _____ Number: _____

Type: _____ Number: _____

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

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

6. List Company Officials:

Name: _____ Position/Title: _____

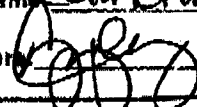
Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

7. Are you interested in being Certified as a Small Business Enterprise or a Minority-Owned Business? YES
 NO
For more information, please contact the Palm Beach County Office of Small/Minority/Women Business Assistance at (561) 616-6840

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

Print Name: Catherine Gonzalez Title: _____

Signature:  Date: 1/11/07

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

**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: Catherine M Gonzalez
Please print complete name

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

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

- | | | |
|--------------------------|------------------|---|
| <input type="checkbox"/> | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
| <input type="checkbox"/> | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| <input type="checkbox"/> | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| <input type="checkbox"/> | 741.30 | domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member |
| <input type="checkbox"/> | 782.04 | murder |
| <input type="checkbox"/> | 782.07 | manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child |
| <input type="checkbox"/> | 782.071 | vehicular homicide |
| <input type="checkbox"/> | 782.09 | killing an unborn child by injury to the mother |
| <input type="checkbox"/> | 784.011 | assault, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.021 | aggravated assault |
| <input type="checkbox"/> | 784.03 | battery, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.045 | aggravated battery |
| <input type="checkbox"/> | 787.01 | kidnapping |
| <input type="checkbox"/> | 787.02 | false imprisonment |
| <input type="checkbox"/> | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| <input type="checkbox"/> | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person |
| <input type="checkbox"/> | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| <input type="checkbox"/> | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| <input type="checkbox"/> | 794.011 | sexual battery |
| <input type="checkbox"/> | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| <input type="checkbox"/> | Chapter 796 | prostitution |
| <input type="checkbox"/> | Section 798.02 | lewd and lascivious behavior |
| <input type="checkbox"/> | Chapter 800 | lewdness and indecent exposure |
| <input type="checkbox"/> | Section 806.01 | arson |
| <input type="checkbox"/> | Chapter 812 | felony theft and/or robbery |
| <input type="checkbox"/> | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| <input type="checkbox"/> | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| <input type="checkbox"/> | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| <input type="checkbox"/> | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

- _____ 826.04 incest
- _____ 827.03 child abuse, aggravated child abuse, or neglect of a child
- _____ 827.04 contributing to the delinquency or dependency of a child
- _____ 827.05 negligent treatment of children
- _____ 827.071 sexual performance by a child
- _____ 843.01 resisting arrest with violence
- _____ Chapter 847 obscene literature
- _____ Section 847.05(1) encouraging or recruiting another to join a criminal gang
- _____ Chapter 893 drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- _____ Section 985.4045 sexual misconduct in juvenile justice programs

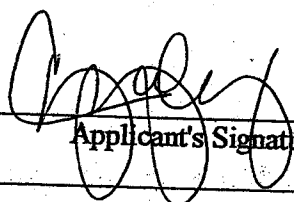
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

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

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

INITIAL: ES

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.



11/20/06

Applicant's Signature
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature
Date

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:

Andres Gonzalez

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.

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| _____ | 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 |
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| _____ | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| _____ | 794.011 | sexual battery |
| _____ | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| _____ | Chapter 796 | prostitution |
| _____ | Section 798.02 | lewd and lascivious behavior |
| _____ | Chapter 800 | lewdness and indecent exposure |
| _____ | Section 806.01 | arson |
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_____	827.071	sexual performance by a child
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_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

Description

Dates

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

INITIAL:

JA

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[Signature]
Applicant's Signature

11/20/06
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

[Signature]
Applicant's Signature

11/20/06
Date