

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 5, 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: executed Independent Contractor Agreements received during the months of April and May.

- A) Caroline Karolinko, Synchronized Swimming, Aqua Crest Pool. (KARO1073000407530300B);
- B) Pamela Romero, Summer Camp Soccer Coach, West Boynton Recreation Center. (ROM176650607524382A);
- C) Pamela Romero, Summer Camp Volleyball Coach, West Boynton Recreation Center. (ROM176650707524382B);
- D) Susan Allshouse, Summer Camp Tennis Coach, West Boynton Recreation Center. (ALLS1074100707524382A);
- E) Keith Mackrey, Summer Camp Basketball Coach, West Boynton Recreation Center. (MACK1110740607524382A).

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/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. Countywide (AH)

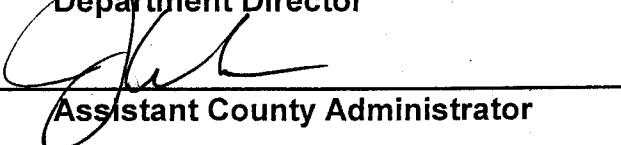
Background and Justification: The Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the process of hiring recreation instructors and sports officials. The Board granted the Director/Assistant 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/Assistant 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 (5)

Recommended by: 
Department Director

5/14/07
Date

Approved by: 
Assistant County Administrator

5/22/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	<u>11,407</u>	<u>10,833</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(33,538)</u>	<u>(13,542)</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>(22,131)</u>	<u>(2,709)</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	Caroline Karolinko	11,458	9,167	13,542	10,833
B	Pamela Romero	5,520	560		
C	Pamela Romero	5,520	560		
D	Susan Allshouse	5,520	560		
E	Keith Mackrey	5,520	560		
	Total	33,538	11,407	13,542	10,833

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

Jim Dul 5-18-07
 OFMB
 mg CN
 5/17/07 5/15/07

Jim J. Jacob 5/18/07
 Contract Development and Control
 E. Jones 5/18/07

B. Legal Sufficiency:

Anne Delgado 5/21/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Palm Beach County
Parks and Recreation Dept.

DATE : 04/18/2007

Contract Tracking System 0000001303

CONTRACT INFORMATION
Active

KAR01073000407530300B

Certificate of Insurance

NAME : KAROLINKO, CAROLINE
VENDOR CODE: KAR0107300
INSTRUCTOR: SYNCHRONIZED SWIMMING COACH
ACCOUNT NUMBER : 0001-580-5303-00-3422
LOCATION: AQUA CREST POOL
PROGRAM: SYNCHRO SWIMMIN

CONTRACT DATE : 03/19/2007
START DATE : 04/18/2007
END DATE : 04/17/2008

CONTRACT AMOUNT :	20,000.00	REVENUE AMOUNT:	20,000.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	20,000.00	AMOUNT LEFT :	20,000.00

ASSIGNED CATEGORIES:

SYNCHRONIZED SWIMMING 0.80 Pct

AQUATICS			
ACCOUNT: 0001-580-5303-3422	VENDOR CODE: KARO107300	CONTRACT: KARO107300 0407530300B	
MG: <i>SM</i>	PS:	CC: <i>A</i>	CA: <i>Q 9d</i> DD: <i>DHL</i>

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

This Agreement is made as of the 19 day of March, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Caroline Karolinko, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) US Synchronized 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 April 18, 2007 and will meet thereafter with the termination date of this agreement being April 17, 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): \$55-75.00 per participant per month Revenue Account No. 0001-580-5303-4724-02.
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 Twenty Thousand Dollars (\$20,000.00). 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 \$N/A or 80% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: US Synchronized Swimming Head Coach
 - b. Name of class or activity: US Synchronized Competitive Swimming Program
 - c. Day(s)/Date(s) Scheduled: Monday-Sunday
 - d. Time Scheduled: Monday-Thursday, 5:30pm-7:30pm, Saturday, 10:00am-1:00pm. Sunday, 10:00am-1:00pm.
 - e. Location: Aqua Crest Pool
 - f. A minimum of 12 and a maximum of 60 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
3/19/07 *19*

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:
Joseph McNeeley, Facility Manager I, Aqua Crest Pool PH: 561-278-7174
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: Caroline Karolinko

CONTRACTOR'S Address: 6293 Country Fair Circle
Boynton Beach, FL, 33437

CONTRACTOR'S Phone No. 561-364-8268 Cell 561-706-7880

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

J. J. McNeely
SIGNATURE

Joseph T. McNeely
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Carole Karolinko
SIGNATURE

Caroline Karolinko
NAME & TITLE (TYPE OR PRINT) Coralytes Coach

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
COUNTY ATTORNEY

SCOPE OF SERVICES

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

The CONTRACTOR shall provide these services during the term of this contract in compliance with all terms of the agreement. If any conflict arises, this Scope of Services will supercede.

A. Scope of Work

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive fitness and open water swimming events. CONTRACTOR will be responsible for organizing and supervising a USSS program in accordance with USSS standards and the approved USSS rule book. CONTRACTOR is responsible for daily training. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for ages 18 and over and all skills levels.

Immediately upon arrival at the facility, if pool staff is not present, inspect the site prior to beginning any activity. CONTRACTOR will be required to make decisions regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe. 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. Location of the test kit, training in its use, and access to it will be made available to the CONTRACTOR. 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 shall be provided with and follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious incident or injury occur at the facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatic Program Coordinator, Aquatics Supervisor and Special Facilities and Beaches Director as outlined in Exhibit A. CONTRACTOR will work with and maintain open dialogue with the facility manager regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by general daily interaction and scheduled meetings as needed.

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 will ensure that either the contractor or designated sub-contractor with American Red Cross Safety Training for Swim Coaches certification, First Aid; CPR (equivalent or higher training) and a first aid kit is available

on deck at all times. 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.

CONTRACTOR will provide responses to public questions and requests for program information and membership details. CONTRACTOR shall display effective and respectful behavior in all public contacts while performing contracted services.

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. The County will provide the CONTRACTOR with 14 days notice of anticipated events that would affect the scheduled practices or approved activities.

CONTRACTOR will provide copies of any literature pertaining to the USSS swim team to the facility manager and obtain approval from the facility manager for all activities at the facility other than permitted practice times.

Adhere to all applicable COUNTY policies and procedures.

CONTRACTOR will provide the facility manager a monthly list with registered USS participants containing the following information: first name; last name; age and sex. 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 daily attendance figures for each month on the last day of each month.

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

B. Use of Premises

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

CONTRACTOR will submit written requests for facility space to the facility manager on an annual basis. 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 and program participants.

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. The CONTRACTOR shall also close and secure the facility each evening if the program conclusion is after operational hours.

CONTRACTOR will inform the facility manager immediately via e-mail, telephone or in person 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 not have any other personnel other than themselves as the coach.

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 fees and charges will be made payable to: **Board of County Commissioners**. The COUNTY will provide the CONTRACTOR with bi-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 service, there will be no advanced payment for services.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Caroline Karolinko
Name of Recreation Service Provider/Sports Official

149-86-4893
FEI/Social Security Number

1. Which service(s) are you interested in providing? Synchronized
Swimming coach.

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>2004-present</u>	<u>ASST. COACH</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>

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

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
present	WSI	
present	CPR	
"	Safety Training for Swim Coaches	

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: Caroline Anne Karolinko
 First Middle Last name

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

DATE OF BIRTH: 1985 NOV 27
 Year month day

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

SEX (CIRCLE ONE): Male Female

SOCIAL SECURITY NUMBER: 149 - 86 - 4893

ADDRESS: 6293 Country Fair Circle
 Number Street name Apt. #

CITY: Boynton Bch STATE: FL ZIP CODE: 33437

ENTERED
10/23/06

CERTIFICATE OF INSURANCE

1294645

 ISSUE DATE (MM/DD/YY)
 10/11/06
PRODUCER
 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

INSURED
 UNITED STATES SYNCHRONIZED SWIMMING, INC
 PAN AMERICAN PLAZA
 201 S. CAPITOL AVE., SUITE 901
 INDIANAPOLIS, IN 46225

COMPANY LETTER	A	NATIONWIDE LIFE INSURANCE COMP
COMPANY LETTER	B	GREAT AMERICAN ASSURANCE COMPA
COMPANY LETTER	C	

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)	
B	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. <input type="checkbox"/> _____	MAC0568915902	12:01AM 10/01/06	12:01AM 10/01/07	General Aggregate	\$ NONE
					Products-Comp/Opn 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
B	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 <input type="checkbox"/> _____	MAC0568915902	12:01AM 10/01/06	12:01AM 10/01/07	Combined Single Limit	\$ 1000
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
					Each Occurrence	\$
	Excess Liability <input type="checkbox"/> Other than Umbrella form				Aggregate	\$
					Statutory	
	Workers' Compensation and Employers' Liability				\$	Each Accident
					\$	Disease-Policy Limit
					\$	Disease-Each Employee
A	Participant Accident	SPX0002318500	12:01AM 10/01/06	12:01AM 10/01/07	AD&D	\$ 10
					Primary Medical	\$ NONE
					Excess Medical	\$ 5
					Weekly Indemnity	\$ X NONE

COPY

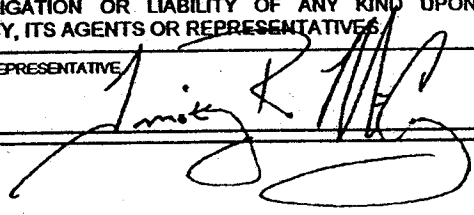
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 CLUB: PALM BEACH CORALYTES
 LOCATION: BOYNTON BEACH, FL
 *SEE ATTACHED ADDENDUM FOR ADDITIONAL INSURED.

EFF. DATE: 10/01/06

CERTIFICATE HOLDER
 THIS VOIDS/REPLACES CERT. #1292016.

 MAIL TO: PALM BEACH CORALYTES
 C/O JACQUELINE F BARRET
 6293 COUNTRY FAIR CIRCLE
 BOYNTON BEACH, FL 33437
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ADDENDUM PAGE FOR CERTIFICATE

K & K INSURANCE GROUP, INC.

CERTIFICATE: 1294645

DATE ISSUED: 10/11/06

ACCOUNT NAME: UNITED STATES SYNCHRONIZED SWIMMING, INC

TYPE OF INSURANCE:

POLICY NUMBER:

GENERAL LIABILITY

MAC0568915902

AUTOMOBILE LIABILITY

MAC0568915902

PARTICIPANT ACCIDENT

SPX0002318500

THE FOLLOWING ARE NAMED AS ADDITIONAL INSURED AS RESPECTS TO THE LIABILITY ARISING FROM THE NAMED INSURED:

AQUACREST POOL, DELRAY BEACH, FL

LAKE LYTAL AQUATIC CENTER, WEST PALM BEACH, FL

PALM BEACH COUNTY PARKS AND RECREATION

COPY

American
Red Cross



Together, we can save a life

This recognizes that
CAROLINE A KAROLINKO
 has completed the requirements for
**SAFETY TRAINING FOR SWIM
 COACHES**
 conducted by
 Aqua Crest Pool
 Date completed **10/01/2006**
 The American Red Cross recognizes this certificate
 as valid for **3** year(s) from completion date.

American
Red Cross




**HEALTH AND SAFETY SERVICES
 INSTRUCTOR AUTHORIZATION**
 Caroline Karolinko
 is authorized as an instructor in
 Water Safety (r.04)
 by the
 Greater Palm Beach Area Chapter
 This authorization expires
 December 31, 2007

Member #: 390

United States Synchronized Swimming Member:
 This Certifies that
Carolina Karolinko
 is a duly registered
Lifetime

Birth Date: 11/27/1985

Expires: 9/30/2108

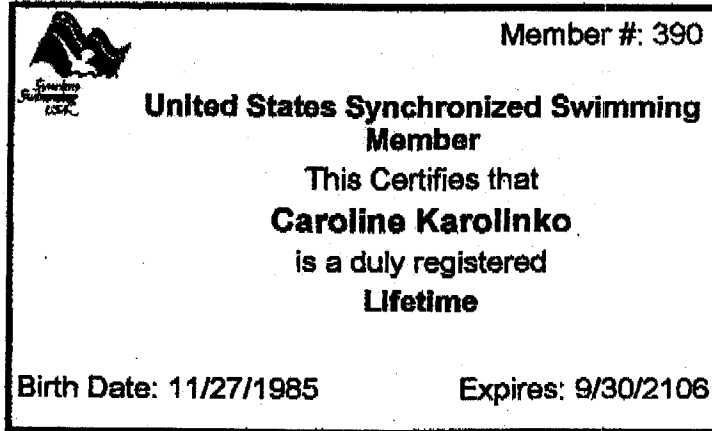


21/10/2006

Jennifer Anglin - (no subject)

From: <Sunyd54@aol.com>
To: <Sunyd54@aol.com>
Date: 10/18/2006 10:51:38 AM
Subject: (no subject)

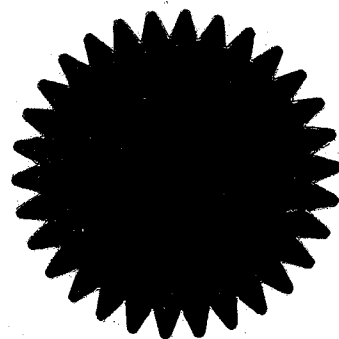
Your Temporary Membership Card:



This Award Presented to

CAROLINE KAROLINKO

Certificate of Achievement
for Excellent Participation in
SCamp 2005



Chris Carver

Chris Carver, Head Coach SCA





INSTRUCTOR CERTIFICATE

Name CAROLINE KAROLINKO

HAS COMPLETED THE INSTRUCTOR COURSE IN
WATER SAFETY INSTRUCTOR

Name of Course
AT PALM BEACH COUNTY CHAPTER

Name of Facility or Organization Where Course Was Conducted

WEST PALM BEACH, FL 33401

City and State

12-31-05 [Signature]

Expiration Date Signature of Instructor Trainer

Mo. Day Yr. 11 27 99 (561) 364-8268)

Date of Birth Home Telephone No. Business Telephone No.

6293 COUNTRY FAIR CIR.

Home Address

BOYNTON BEACH, FL 33437

City, State, ZIP Code

Business Name

Business Address

City, State, ZIP Code

As an authorized American Red Cross instructor, I agree to conduct courses in accordance with requirements and procedures established by the American Red Cross.

Caroline Karolinko 149-86-4893

Signature of Instructor Social Security No.

INSTRUCTOR TRAINER COMPLETES THIS SECTION

Any alterations to this certificate other than those allowed by national policy make this certificate null and void.

INSTRUCTOR COURSE: Show completion and expiration dates below. The expiration date for courses completed January-September is the year of the second December 31 following the course completion date. For courses completed October-December, use the year of the third December 31 following the course completion date.

11-14-03 Date Certificate Expires: December 31, 2005

Course Completion Date

INSTRUCTOR REVIEW COURSE: Show the completion date only. Write the word "Review" on Expiration Date line in the upper left section of this form.

Review Course Completion Date

Unit in Which the Instructor Who Is "Reviewed" Is Currently Authorized Current Certificate Expires: December 31, _____

A copy of this record will be filed for five (5) years at the location noted below. (Your instructor trainer will provide this information.)

PALM BEACH COUNTY CHAPTER

Instructor Trainer's Unit of Authorization

825 FERN STREET

Street Address

WEST PALM BEACH, FL 33401

City, State, ZIP Code

Red Cross Unit Where Course Was Conducted (if different from above)

David Beck/Thatcher-Robertson

Name of Instructor Trainer (Print)

INSTRUCTOR CANDIDATE

American Red Cross Form 5736 (Rev. 9-98)



INSTRUCTOR CERTIFICATE

Name Jacqueline F Barrett

HAS COMPLETED THE INSTRUCTOR COURSE IN
Water Safety

AT PALM BEACH COUNTY CHAPTER

Name of Facility or Organization Where Course Was Conducted
WEST PALM BEACH, FL. 33401

City and State
12-31-03 Helena K. Michaluk

Expiration Date Signature of Instructor Trainer

Mo. Day Yr. 7 5 54 (561) 364-8268 (561) 483-9282
Date of Birth Home Telephone No. Business Telephone No.
6293 Country Fair Cir.
Home Address
Boynton Beach, FL 33437
City, State, ZIP Code
Regents Park of Boca Raton
Business Name
6363 Verde Tr.
Business Address
Boca Raton, FL
City, State, ZIP Code

As an authorized American Red Cross instructor, I agree to conduct courses in accordance with requirements and procedures established by the American Red Cross.
Jacqueline F Barrett 137-50-0896
Signature of Instructor Social Security No.

INSTRUCTOR TRAINER COMPLETES THIS SECTION

Any alterations to this certificate other than those allowed by national policy make this certificate null and void.
INSTRUCTOR COURSE: Show completion and expiration dates below. The expiration date for courses completed January-September is the year of the second December 31 following the course completion date. For courses completed October-December, use the year of the third December 31 following the course completion date.
Course Completion Date 06-05-02 Date Certificate Expires: December 31, 2003
INSTRUCTOR REVIEW COURSE: Show the completion date only. Write the word "Review" on Expiration Date line in the upper left section of this form.
Review Course Completion Date: _____
Unit in Which the Instructor Who Is "Reviewed" Is Currently Authorized _____ Current Certificate Expires: December 31, _____

INSTRUCTOR CANDIDATE

A copy of this record will be filed for five (5) years at the location noted below. (Your instructor trainer will provide this information.)
PALM BEACH COUNTY CHAPTER
Instructor Trainer's Unit of Authorization
825 FERN STREET
Street Address
WEST PALM BEACH, FL. 33401
City, State, ZIP Code
Red Cross Unit Where Course Was Conducted (if different from above)
Michael A. Lampert / Helena Koshnevis
Name of Instructor Trainer (Print)

American Red Cross
We'll be there.



This recognizes that
Jacqueline F Barrett
has completed the requirements for
Fundamentals of Instructor Training

conducted by

PALM BEACH CO FLA

Date completed **05/13/2002**

The American Red Cross recognizes this certificate
as valid for **1** year(s) from completion date.

Norman R. Augustine
Chairman, American Red Cross

Michael Hampton
Instructor's Signature

Chapter
PALM BEACH COUNTY

Jacqueline F Barrett
Holder's Signature

DATE: 05-13-2002

American Red Cross



**HEALTH AND SAFETY SERVICES
INSTRUCTOR AUTHORIZATION**

Jacqueline Barrett
is authorized as an instructor in
**Safety Training For
Swim Coaches**
by the

Greater Palm Beach Area
This authorization expires
December 31, 2007

Name of unit: _____

EXTENDED AUTHORIZATION

State: _____ Signature: _____ Unit Ref: _____

1. _____


2. _____

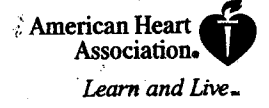
Jacqueline F Barrett
Signature of unit representative

Norman R. Augustine
Signature of Authorized Instructor

Norman R. Augustine, Chairman, American Red Cross
Cert. 3005 (Rev. June 1997)

AHA
Region FLORIDA
Community Training Center Boca Raton Comm. Hosp.
Training Site Boca Raton Comm. Hosp.
Instructor B. Lea, D. Lea, L. Cereone
Holder's Signature Jacqueline Barrett
©2000 American Heart Association. Tampering with this card will alter its appearance. 70-2915

American Heart Association 
Learn and Live...
Healthcare Provider
Jacqueline Barrett
This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the American Heart Association for the BLS for Healthcare Providers (CPR & AED) Program.
Issue Date Sept. 2006
Recommended Renewal Date Sept. 2008



Healthcare Provider

CAROLINE A. KAROLINKO

This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the American Heart Association for the BLS for Healthcare Providers (CPR & AED) Program.

11/4/04

11/4/06

Issue Date

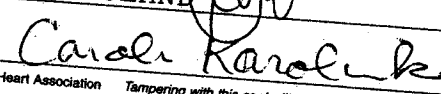
Recommended Renewal Date

AHA
Region SOUTH

Community
Training Center MARGATE FIRE RESCUE

Training
Site ANGEL LOVE

Instructor KEN ROLAND 

Holder's
Signature Carol Karoluk 

American
Red Cross



Together, we can save a life.

This recognizes that
CAROLINE A KAROLINKO
has completed the requirements for
**SAFETY TRAINING FOR SWIM
COACHES**
conducted by
Aqua Crest Pool
Date completed **10/01/2006**
The American Red Cross recognizes this certificate
as valid for **3** year(s) from completion date.

American
Red Cross



**HEALTH AND SAFETY SERVICES
INSTRUCTOR AUTHORIZATION**
Caroline Karolinko
is authorized as an instructor in
Water Safety (r,04)
by the
Greater Palm Beach Area Chapter
This authorization expires
December 31 2007


Member #: 390

Expires: 9/30/2108

United States Synchronized Swimming Member

This Card is for
Caroline Karolinko
is a duly registered
Lifetime

Birth Date: 11/27/1985




21V67E2.

Jennifer Anglin - (no subject)

From: <Sunyd54@aol.com>
To: <Sunyd54@aol.com>
Date: 10/18/2006 10:51:38 AM
Subject: (no subject)

Your Temporary Membership Card:

	Member #: 390
United States Synchronized Swimming Member	
This Certifies that Caroline Karolinko is a duly registered Lifetime	
Birth Date: 11/27/1985	Expires: 9/30/2106

LLS

CERTIFICATE OF INSURANCE

1348345

ISSUE DATE (MM/DD/YY)
4/12/07

PRODUCER

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

INSURED

UNITED STATES SYNCHRONIZED SWIMMING, INC
PAN AMERICAN PLAZA
201 S. CAPITOL AVE., SUITE 901
INDIANAPOLIS, IN 46225

COMPANY LETTER **A** NATIONWIDE LIFE INSURANCE COMP
COMPANY LETTER **B** GREAT AMERICAN ASSURANCE COMPA
COMPANY LETTER **C**

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)	
B	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur. <input type="checkbox"/> Owner's & contractors Prof. <input type="checkbox"/> _____	MAC0568915902	12:01AM 10/01/06	12:01AM 10/01/07	General Aggregate	\$ NONE
					Products-Comp/Op 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
B	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	MAC0568915902	12:01AM 10/01/06	12:01AM 10/01/07	Combined Single Limit	\$ 1000
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	<input type="checkbox"/> Excess Liability <input type="checkbox"/> Other than Umbrella form				Each Occurrence	\$
					Aggregate	\$
	Workers' Compensation and Employers' Liability				Statutory	\$
					Each Accident	\$
					Disease-Policy Limit	\$
					Disease-Each Employee	\$
A	Participant Accident	SPX0002318500	12:01AM 10/01/06	12:01AM 10/01/07	AD&D	\$ 10
					Primary Medical	\$ NONE
					Excess Medical	\$ 5
					Weekly Indemnity	\$ X NONE

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

CLUB: PALM BEACH CORALYTES
LOCATION: BOYNTON BEACH, FL

EFF. DATE: 10/01/06

*SEE ATTACHED ADDENDUM FOR ADDITIONAL INSURED.

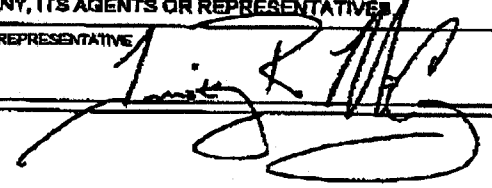
CERTIFICATE HOLDER

THIS VOIDS/REPLACES CERT.#1343146
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
PARKS & RECREATION DEPARTMENT
2700 6TH AVE SOUTH
LAKE WORTH, FL 33461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



A D D E N D U M P A G E F O R C E R T I F I C A T E

K & K I N S U R A N C E G R O U P , I N C .

C E R T I F I C A T E : 1 3 4 8 3 4 5

D A T E I S S U E D : 4 / 1 2 / 0 7

A C C O U N T N A M E : U N I T E D S T A T E S S Y N C H R O N I Z E D S W I M M I N G , I N C

T Y P E O F I N S U R A N C E :

G E N E R A L L I A B I L I T Y

A U T O M O B I L E L I A B I L I T Y

P O L I C Y N U M B E R :

M A C 0 5 6 8 9 1 5 9 0 2

M A C 0 5 6 8 9 1 5 9 0 2

P A R T I C I P A N T A C C I D E N T

S P X 0 0 0 2 3 1 8 5 0 0

T H E F O L L O W I N G A R E N A M E D A S A D D I T I O N A L I N S U R E D S A S R E S P E C T S T O T H E
L I A B I L I T Y A R I S I N G F R O M T H E N A M E D I N S U R E D :

A Q U A C R E S T P O O L , D E L R A Y B E A C H , F L

L A K E L Y T A L A Q U A T I C C E N T E R , W E S T P A L M B E A C H , F L

P A L M B E A C H C O U N T Y P A R K S A N D R E C R E A T I O N

C A R O L I N E K A R O L I N K O I S A C O V E R E D " P A R T I C I P A N T " A S R E S P E C T S T O

F O R M G A C 3 3 4 1 - L E G A L L I A B I L I T Y T O P A R T I C I P A N T S .

S E E A T T A C H E D .

T H I S V O I D S / R E P L A C E S C E R T # 1 3 4 3 1 4 6

MAC0000588915902

GAC 33 41 CG
(Ed. 07 03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. Additional Exclusions.**

1. The following is added to SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This insurance does not apply to:

"Bodily injury" to a "participant".

2. The following is added to SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS:

This insurance does not apply to:

"Bodily Injury" to a "participant."

B. Insuring Agreement.

The following is added to SECTION I - COVERAGES:

COVERAGE D - LIABILITY TO "PARTICIPANTS"**1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described in Section C - Limits of Insurance in this endorsement; and
 - (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.
 - (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this endorsement.
- b. This insurance applies to "bodily injury" only if:
 - (1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" occurs during the policy period.
 - c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" that is excluded under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions. Paragraphs a., b., c., d., e., f., g., h., i., and o.
- b. Claims or "suits" brought by a "player" against another "player".
But this exclusion does not apply to persons or organizations, other than a "player", who are otherwise insured under this policy.

C. Limits of Insurance.**1. SECTION III-LIMITS OF INSURANCE, Paragraph 2 is replaced by the following:**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical Expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage B; and
- d. Damages under Coverage D.

2. The following is added to SECTION III-LIMITS OF INSURANCE:

- a. Subject to 2. above, the Liability to "Participants" Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage D because of all "bodily injury" to "participants" arising out of any one "occurrence".

D. Conditions

For purposes of this endorsement, all of the provisions within SECTION IV - CONDITIONS are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

1. You must obtain from each "player" prior to a "covered activity" a valid release and waiver form approved by us.
2. You must see to it that "participant accident insurance" is in force and effect for each "participant" at the time of any occurrence giving rise to a claim or "suit" under this policy.

E. Definitions

For purposes of this endorsement, all of the provisions within SECTION V - DEFINITIONS incorporated herein by reference and apply to this endorsement except to the extent any definitions below differ.

- a. "Participant" means:
"Players", coaches, managers, staff members, team workers, officials, media personnel, Very Important Persons and other personnel who have been granted proper authorization to enter any "restricted area".
- b. "Player" is defined as a Swimming player whether or not registered with the Named Insured, while participating in "covered activities" as defined by the policy.
A "player's" participation in "covered activities" shall include practices, games, pre- and post-game activities, related non-athletic activities and conduct while on a facility's premises for events and activities approved, sanctioned, organized or supervised by the insured.
- c. "Participant accident insurance" means an insurance contract which provides medical expense coverage in the amount of at least \$5,000 to each "participant" injury incurred during "covered activities" and \$25,000 to each elite "participant".
- d. "restricted area" means areas which are occupied by athletes and to which access by the general public is restricted or prohibited.

Policy Change Number 0002

GU 269
(11-85)

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. MAC0000568915902	POLICY CHANGES EFFECTIVE 10/01/06	COMPANY GREAT AMERICAN ASSURANCE COMPANY
NAMED INSURED UNITED STATES SYNCHRONIZED SWIMMING, INC		AUTHORIZED REPRESENTATIVE K&K INSURANCE AGENCY, INC.
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		PAGE 01 OF 01
CHANGES		
ADDING FORM GAC3341 - "LEGAL LIABILITY TO PARTICIPANTS" WITH RESPECTS TO THE BELOW MENTIONED PARTICIPANT. CAROLINE KAROLINKO NO CHANGE IN PREMIUM		

LLS 04/12/07

[Handwritten Signature]
Authorized Representative Signature

**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: Caroline Anne Karolinko
Please print complete name

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

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

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

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

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

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

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

INITIAL: CK

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.

Car Karolko
Applicant's Signature

3/9/07
Date

OR

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

Applicant's Signature

Date



Palm Beach County
Parks and Recreation Dept.

DATE : 05/03/2007

Contract Tracking System 0000001306

CONTRACT INFORMATION
Active

ROM176650607524382A

NAME : ROMERO, PAMELA
 VENDOR CODE: ROM17665
 INSTRUCTOR: SUMMER SOCCER CAMP
 ACCOUNT NUMBER : 0001-580-5243-82-3422
 LOCATION: WEST BOYNTON PARK & RECREATION CENTER
 PROGRAM: SOCCER CAMP

CONTRACT DATE : 05/03/2007
 START DATE : 06/25/2007
 END DATE : 07/06/2007

CONTRACT AMOUNT :	560.00	REVENUE AMOUNT:	560.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	560.00	AMOUNT LEFT :	560.00

ASSIGNED CATEGORIES:

SUMMER CAMP SOCCER COACH 70.00 DAY

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

This Agreement is made as of the 30 day of April, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Pam Romero, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Summer Sports Camp 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 June 25, 2007 and will meet thereafter with the termination date of this agreement being July 6, 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): \$230.00 per 2 week session. Revenue Account No. 0001-580-5243-82-4721
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Five hundred and sixty Dollars (\$ 560.00). 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 \$ 70.00/day or NA % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Summer Soccer Coach
 - b. Name of class or activity: Summer Soccer Camp – Session II
 - c. Day(s)/Date(s) Scheduled: June 25 – July 5, 2007 (8 days)
 - d. Time Scheduled: 9:30am – 11:30am (Monday – Thursday)
 - e. Location: West Boynton Park & Recreation Center / Park Vista
 - f. A minimum of 24 and a maximum of 24 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
4/23/07 13

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 1 day 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:

Ellen Gilmer, Camp Director

PH: (561) 355-1125

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

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

Director of 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: Pam Romero

CONTRACTOR'S Address: 1746 Rye Terrace, Wellington, FL 33414

CONTRACTOR'S Phone No. (561) 795-9477 (h) or 310-9111 (cell)

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

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

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

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

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Handwritten Signature]

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Handwritten Signature]

SIGNATURE

SIM HENNEMAN

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Handwritten Signature]

SIGNATURE

Pam Romero

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Handwritten Signature]

COUNTY ATTORNEY

SCOPE OF SERVICE

Pam Romero

Mrs. Romero will be providing soccer instruction for the Sports Summer Camp at West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, Florida.

Classes will be provided for youth ages 8 - 11. Class content will consist of the fundamentals of soccer including passing, kicking, trapping and rules of the game. Camp will be held June 25 – July 6, 2007.

A fee of \$230.00 per participant will be charged for one-two week session.

Equipment to be used includes balls and goals.

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: Pamela — Romen
FIRST MIDDLE LAST

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

Pamela Walker

DATE OF BIRTH: 1967 10 10
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

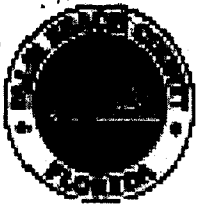
SOCIAL SECURITY NUMBER 589-07-9698

ADDRESS: 1746 Reyl Terrace
NUMBER STREET APT#

CITY: Wellington STATE: FL

ZIP CODE: 33414

ENTERED
4/23/07



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Pam Romer
 Name of Recreation Service Provider/Sports Official

589-07-9698
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Soccer Camp
Instructor

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) June - July 06	P.B. City Parks	Ellen Gilmer
June - July 05	P.B. City Parks	Ellen Gilmer

<u>Scope of Work</u>	<u>Contact #</u>
Soccer Camp Instructor	(561) 355-1125

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

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

**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:

Pamela Romero

Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

P.R.

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.

Pamela B...

 Applicant's Signature

4-12-07

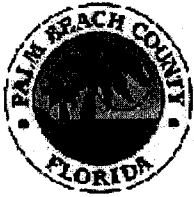
 Date

OR

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

 Applicant's Signature

 Date



Palm Beach County
Parks and Recreation Dept.

DATE : 05/03/2007

Contract Tracking System 0000001307

CONTRACT INFORMATION

Active

ROM176650707524382B

NAME : ROMERO, PAMELA
 VENDOR CODE: ROM17665
 INSTRUCTOR: SUMMER VOLLEYBALL CAMP
 ACCOUNT NUMBER : 0001-580-5243-82-3422
 LOCATION: WEST BOYNTON PARK & RECREATION CENTER
 PROGRAM: VOLLEYBALL CAMP

CONTRACT DATE : 05/03/2007
 START DATE : 07/09/2007
 END DATE : 07/20/2007

CONTRACT AMOUNT :	560.00	REVENUE AMOUNT:	560.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	560.00	AMOUNT LEFT :	560.00

ASSIGNED CATEGORIES:

SUMMER CAMP VOLLEYBALL COACH 70.00 DAY

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

This Agreement is made as of the 30 day of April, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Pam Romero, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Summer Sports Camp 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 July 9, 2007 and will meet thereafter with the termination date of this agreement being July 20, 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): \$230.00 per 2 week session. Revenue Account No. 0001-580-5243-82-4721.
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Five hundred and sixty Dollars (\$ 560.00). 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 \$ 70.00/day or NA % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Summer Volleyball Coach
 - b. Name of class or activity: Summer Volleyball Camp – Session III
 - c. Day(s)/Date(s) Scheduled: July 9 – July 19, 2007 (8 days)
 - d. Time Scheduled: 9:30am – 11:30am (Monday – Thursday)
 - e. Location: West Boynton Park & Recreation Center / Park Vista
 - f. A minimum of 24 and a maximum of 24 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
4/23/07

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 1 day 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:

Ellen Gilmer, Camp Director

PH: (561) 355-1125

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

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

Director of 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: Pam Romero

CONTRACTOR'S Address: 1746 Rye Terrace, Wellington, FL 33414

CONTRACTOR'S Phone No. (561) 795-9477 (h) or 310-9111 (cell)

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.

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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.

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

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

PALM BEACH COUNTY



DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS



SIGNATURE

JIM HENNEMAN

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR



SIGNATURE

Pam Romero

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



COUNTY ATTORNEY

SCOPE OF SERVICE

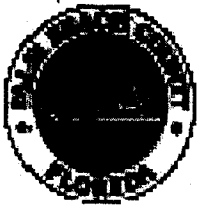
Pam Romero

Mrs. Romero will be providing volleyball instruction for the Sports Summer Camp at West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, Florida.

Classes will be provided for youth ages 8 - 11. Class content will consist of the fundamentals of volleyball including, bumping, setting, passing and rules of the game. Camp will be held July 9 - 20, 2007.

A fee of \$230.00 per participant will be charged for one-two week session.

Equipment to be used includes volleyballs and nets.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Pam Romero
 Name of Recreation Service Provider/Sports Official

589-07-9098
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Soccer Camp
Instructor

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) June - July 06	P.B. City Parks	Ellen Gilmer
June - July 05	P.B. City Parks	Ellen Gilmer

<u>Scope of Work</u>	<u>Contact #</u>
Soccer Camp Instructor	(561) 355-1125

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

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

**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:

Pamela Romew

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.)

Description

Dates

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

INITIAL:

P.R.

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.

Pamela Bm
Applicant's Signature

4-12-07
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

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: Pamela — Romen
FIRST MIDDLE LAST

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

Pamela Walker

DATE OF BIRTH: 1967 10 10
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 589-07-9698

ADDRESS: 1746 Reyl Terrace
NUMBER STREET APT#

CITY: Wellington STATE: FL

ZIP CODE: 33414

ENTERED
4/23/07



Palm Beach County
Parks and Recreation Dept.

DATE : 05/03/2007

Contract Tracking System 0000001305

CONTRACT INFORMATION
Active

ALLS1074100707524382A

NAME : ALLSHOUSE, SUSAN
VENDOR CODE: ALLS107410
INSTRUCTOR: SUMMER TENNIS CAMP
ACCOUNT NUMBER : 0001-580-5243-82-3422
LOCATION: WEST BOYNTON PARK & RECREATION CENTER
PROGRAM: TENNIS CAMP

CONTRACT DATE : 05/03/2007
START DATE : 07/23/2007
END DATE : 08/04/2007

CONTRACT AMOUNT :	560.00	REVENUE AMOUNT:	560.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	560.00	AMOUNT LEFT :	560.00

ASSIGNED CATEGORIES:

SUMMER CAMP TENNIS COACH 70.00 DAY

RECREATION SERVICES

ACCOUNT# 0001 580 5243 82 4722

VENDOR CODE ALLS10740

CONTRACT#

MC AA

PS

CC

CA

DD

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 30 day of April, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Susan E. Allshouse, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Summer Sports Camp 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 July 23, 2007 and will meet thereafter with the termination date of this agreement being August 4, 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): \$230.00 per 2 week session. Revenue Account No. 0001-580-5243-82-4721.

3. Payments To Contractor:

a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Five hundred and sixty Dollars (\$ 560.00). 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 \$ 70.00/day or NA % of the paid enrollment fees for the class or activity.

4. Specific Details:

a. Type of service/instructor: Summer Tennis Coach

b. Name of class or activity: Summer Tennis Camp - Session IV

c. Day(s)/Date(s) Scheduled: July 23 - August 3, 2007 (8 days)

d. Time Scheduled: 9:30am - 11:30am (Monday - Thursday)

e. Location: West Boynton Park & Recreation Center / Park Vista

f. A minimum of 24 and a maximum of 24 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 4/23/07

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 1 day 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:

Ellen Gilmer, Camp Director

PH: (561) 355-1125

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

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

Director of 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: Susan E. Allshouse

CONTRACTOR'S Address: 4790 Blossom Drive, Delray Beach, FL 33445

CONTRACTOR'S Phone No. (561) 498-8105 (work) / (954) 205-5575 (cell)

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

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

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

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

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Handwritten Signature]

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Handwritten Signature]

SIGNATURE

JIM HENNEMAN

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Handwritten Signature]

SIGNATURE

Susan E. Allshouse

NAME & TITLE (TYPE OR PRINT)
Tennis Professional.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Handwritten Signature]

COUNTY ATTORNEY

SCOPE OF SERVICE

Susan E. Allshouse

Ms. Allshouse will be providing tennis instruction for the Sports Summer Camp at West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, Florida.

Classes will be provided for youth ages 8 - 11. Class content will consist of the fundamentals of tennis including, proper grip, proper stroke techniques, etiquette, and rules of the game. Camp will be held July 23 through August 3, 2007.

A fee of \$230.00 per participant will be charged for one-two week session.

Equipment to be used includes tennis rackets and tennis balls.

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: Susan E Allshouse
FIRST MIDDLE LAST

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

Susan E Allshouse-Landmesser

DATE OF BIRTH: 1954 06 09
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

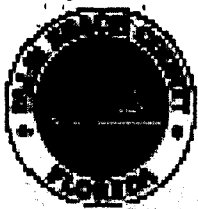
SOCIAL SECURITY NUMBER 170-38-3916

ADDRESS: 4790 Blossom Drive
NUMBER STREET APT#

CITY: Delray Beach STATE: FL

ZIP CODE: 33445

ENTERED
10/3/06



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Susan F. Allhouse
Name of Recreation Service Provider/Sports Official

70-38-3916
FEI/Social Security Number

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

2. List prior work experience in providing this service:

Dates

Agency/Company

Representative

(A).

2004 USTA National Trainer Rec. Coach Workshops
Clinician, Mentor, Schools Specialist &
Coordinator for Region 6

Andy McFarland, Asst. Exec Dir. 386-671-8949
Scope of Work Contact #

2004 Palm Beach County Parks & Rec
to Present. & Safe Schools Middle School After/
Out of School & Summer Camps.

Olivia Rogers Safe Schools. 561-982-0929

Dates

Agency/Company

Representative

(B).

2004 Palm Beach County Community
to 2007 Olympic Development Program
The Palm Beach County Sports Institute.
Recreational Programs.

Scope of Work Graham 561-233-3180

Contact #

**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:

Susan E. Allshouse.

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



Palm Beach County
Parks and Recreation Dept.

DATE : 05/03/2007

Contract Tracking System 0000001304

CONTRACT INFORMATION

Active

MACK1110740607524382A

NAME : MACKREY, KEITH
 VENDOR CODE: MACK111074
 INSTRUCTOR: BASKETBALL COACH
 ACCOUNT NUMBER : 0001-580-5243-82-3422
 LOCATION: WEST BOYNTON PARK & RECREATION CENTER
 PROGRAM: BASKETBALL CAMP

CONTRACT DATE : 05/02/2007
 START DATE : 06/11/2007
 END DATE : 06/22/2007

CONTRACT AMOUNT :	560.00	REVENUE AMOUNT:	560.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	560.00	AMOUNT LEFT :	560.00

ASSIGNED CATEGORIES:

SUMMER CAMP BASKETBALL COACH 70.00 DAY

RECREATION SERVICES				
ACCOUNT: 0001-580-5243-82-9422	VENDOR CODE: VC 0000 1107	CONTRACT		
MC AA	PS	CC	CA 0 74	DD

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

This Agreement is made as of the 30 day of April, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Keith Mackrey, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Summer Sports Camp 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 June 11, 2007 and will meet thereafter with the termination date of this agreement being June 22, 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): \$230.00, per 2 week session. Revenue Account No. 0001-580-5243-82-4781.

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Five hundred and sixty Dollars (\$ 560.00). 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 \$ 70.00/day or NA % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Summer Basketball Coach
- b. Name of class or activity: Summer Basketball Camp – Session I
- c. Day(s)/Date(s) Scheduled: June 11 - 21, 2007 (8 days)
- d. Time Scheduled: 9:30am – 11:30am (Monday – Thursday)
- e. Location: West Boynton Park & Recreation Center / Park Vista
- f. A minimum of 24 and a maximum of 24 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
4/23/07

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 1 day 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:

Ellen Gilmer, Camp Director

PH: (561) 355-1125

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

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

Director of 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: Keith Mackay

CONTRACTOR'S Address: 2314 Renaissance Way, Boynton Beach, FL 33426

CONTRACTOR'S Phone No. (561) 704-7136 (cell)

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

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

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

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

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

PALM BEACH COUNTY



DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS



SIGNATURE

JIM HENNINGMAN

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR



SIGNATURE

Keith Mackrey

NAME & TITLE (TYPE OR PRINT)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



COUNTY ATTORNEY

SCOPE OF SERVICE

Keith Mackrey

Mr. Mackrey will be providing basketball instruction for the Sports Summer Camp at West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, Florida.

Classes will be provided for youth ages 8 - 11. Class content will consist of the fundamentals of basketball including, dribbling, passing, shooting, and rules of the game. Camp will be held June 11 - 22, 2007.

A fee of \$230.00 per participant will be charged for one-two week session.

Equipment to be used includes basketball and goals.

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: Charles Keith Mackrey
FIRST MIDDLE LAST

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

DATE OF BIRTH: 73 7 21
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

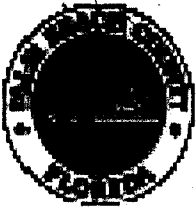
SOCIAL SECURITY NUMBER 205-68-3517

ADDRESS: 2314 Renaissance Way
NUMBER STREET APT#

CITY: Boynton Beach STATE: FL

ZIP CODE: 33426





PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Keith Mackrey
Name of Recreation Service Provider/Sports Official

205 - 68 - 3517
FEI/Social Security Number

1. Which service(s) are you interested in providing? Summer Basketball Coach

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 4/06 - Present	Park Vista High School	

<u>Scope of Work</u>	<u>Contact #</u>
Teacher and Boy's Basketball Coach. As well as Flag Football Coach.	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 1/05 - Present	S.M.A.C.K. Inc. Fundamentals of Basketball	

<u>Scope of Work</u>	<u>Contact #</u>
Co-owner and Coach of SMACK Inc. We provide fundamental basketball training for kids 8-18 and private lessons for any player.	

_____	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: KMS

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.


4/4/07

 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: Keith Mackrey
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 |