

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 19, 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 month of May.

- A) Joseph Hamilton, Meditation Workshop, West Jupiter Recreation Center. (HAMIL1071080507523300C);
- B) JKF Goju Kai, Florida, Inc., Martial Arts Instruction, West Jupiter Recreation Center. (JKFGOJU1110970507523300A).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/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. District 1 (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 (2)

Recommended by: 
Department Director

5-18-07
Date

Approved by: 
Assistant County Administrator

5/31/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>3,850</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(5,500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(1,650)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5233
 Object 3422 Program N/A

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

	Contractor	FY2007	
		Revenue	Expense
A	Joseph Hamilton	1,000	700
B	JKF Goju Kai, Florida, Inc.	4,500	3,150
	Total	5,500	3,850

C. Departmental Fiscal Review: _____ chopelakis

III. REVIEW COMMENTS

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

[Signature] 5-30-07
 OFMB [Signature] 5/27/07
 CN 5/21/07

[Signature] 5/30/07
 Contract Development and Control
 6/29/07 5/30/07

B. Legal Sufficiency:

This item complies with current County policies.

 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Palm Beach County
Parks and Recreation Dept.

DATE : 05/09/2007

Contract Tracking System 0000001309

CONTRACT INFORMATION
Active

HAMIL1071080507523300C

Certificate of Insurance

NAME : HAMILTON, JOSEPH
VENDOR CODE: HAMIL107108
INSTRUCTOR: MEDITATION AND RELAXATION
ACCOUNT NUMBER : 0001-580-5233-00-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: MEDITATION

CONTRACT DATE : 05/09/2007
START DATE : 05/19/2007
END DATE : 05/21/2007

CONTRACT AMOUNT :	700.00	REVENUE AMOUNT:	700.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	700.00	AMOUNT LEFT :	700.00

ASSIGNED CATEGORIES:

MEDITATION AND RELAXATION WORKSHOP 0.70 PCT

RECREATION SERVICES				
ACCOUNT: 0001-580-5233-3422	VENDOR CODE: VG0000107108	CONTRACT:		
MC:	PS: <i>[Signature]</i>	CC: <i>[Signature]</i>	CA: <i>[Signature]</i>	DD: <i>[Signature]</i>

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

This Agreement is made as of the 02 day of May, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Joseph Hamilton, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on May 19, 2007 and will meet thereafter with the termination date of this agreement being May 21, 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): \$90.00 (pre-registration) per session= 2 classes) \$100.00 day of class. Revenue Account No. 0001-580-5233-4721-09.
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Seven Hundred Dollars (\$700.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Meditation and relaxation workshop
- b. Name of class or activity: Transformation Meditation
- c. Day(s)/Date(s) Scheduled: Saturday May 19th and Sunday May 20, 2007
- d. Time Scheduled: 10:00 am to 12:30 pm
- e. Location: West Jupiter Recreation Center
- f. A minimum of 4 and a maximum of 15 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
5/21/07

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 14 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Alison Schram

PH: 561-747-3455.

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Joseph Hamilton

CONTRACTOR'S Address: 102 Osceola Lane, Jupiter, Florida 33458

CONTRACTOR'S Phone No. 561-965-6641

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Alison Schram

SIGNATURE

Alison Schram

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]

DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

Joseph R. Hamilton

SIGNATURE

Joseph Hamilton

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delmont

COUNTY ATTORNEY

Scope of Services

Transformation Meditation

Foundation Series:

Day 1

- A. Introductions of instructor and class: A short introduction will include qualifications of instructor as well as background and how Mr. Hamilton has personally benefited from daily meditation practice.
 - a. Breathing technique: discuss what pran is and how the breathing techniques work. Guide class in deep abdominal.
 - b. What is meditation: Definition of meditation. Biggest misconception of meditation. How to deal with thoughts during meditation.
 - c. Benefits of meditation: Give overview of the benefits of meditation.
 - d. Explain the techniques of meditation: Teach a simple technique of breath and introduction mantra. Meditate for 5-10 minutes.
 - e. Practical aspects of meditation: Suggested times to meditate. Positioning during meditation. Eating and sleeping habits for meditation.
- B. How to meditate when under stress: The class will learn how to reverse the stress response into the relation response.
 - a. Introduce Mantra: Define Mantra (the word). The various systems on how a mantra is given. Choosing a Mantra. Introduction and meaning of the Mantra used in Transformation Meditation. Practice repeating the Mantra out loud and silently.
 - b. Alternate nostril breathing: They will learn this technique and the benefits.

Day 2

- A. Introduction of knower, knowing, known. An explanation of how to find ones true self.
- B. Non-mediator's mind/mediator's mind: The class will learn the difference between a mediator's mind and one that does not mediate. How to become happy and peaceful and how this experience is ones true nature.
- C. De-identification process: The class will learn the experiential exercise using the "six steps to freedom from disturbing thoughts and feelings"
- D. Do a guided meditation.
- E. Progressive deep relation:
 - a. Explain technique's and benefits.
 - b. Guide meditation with class.
 - c. Breathing exercise followed by meditation
- F. Philosophy of Meditation: After starting the class with the breathing technique, the class will be guided in meditation using the three stages of mantra meditation.
- G. The state of yog- union with self: A short discussion on the topics and philosophy of meditation; question and answers and shared experiences.

AMERICAN MASSAGE THERAPY ASSOCIATION
PALM BEACH COUNTY CS
Insurance Memorandum
Occurrence Coverage

CERTIFICATE NUMBER: AHC-2006538

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

COMPANY AFFORDING COVERAGE
Chicago Insurance Company
55 E. Monroe Street
Chicago, Illinois 60603

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

COVERAGE EFFECTIVE DATE: 9/19/06

COVERAGE EXPIRATION DATE: 9/01/07

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

LIMIT OF LIABILITY
\$2,000,000 each accident
\$6,000,000 aggregate

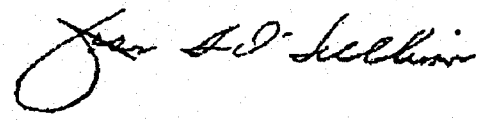
COMMENTS:
*THE AGGREGATE LIMIT OF LIABILITY SHALL APPLY SEPARATELY TO EACH SOLE PROPRIETORSHIP, PARTNERSHIP OR OTHER ORGANIZATION OWNED & OPERATED BY ONE OR MORE INDIVIDUALS REGISTERED ACTIVE PROFESSIONAL OR ASSOCIATE MEMBER(S) OF AMTA AS WELL AS ANY OTHER INDIVIDUAL ACTIVE PROFESSIONAL OR ASSOCIATE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

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

ADDITIONAL INSURED
PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS
2700 61ST AVE SOUTH
LAKE WORTH, FL 33461

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

AUTHORIZED REPRESENTATIVE



09/19/06 THE 19TH DAY OF SEP 2006

JOSEPH R. HAMILTON, L.M.T.

PROFESSIONAL EXPERIENCE

1989 - Current Hamilton Therapy West Palm Beach, Fl 33406
Owner
■ L.M.T. for 22 years, in the State of Florida, MA#0006054.

EDUCATION

- Graduate, Massage & Hydrotherapy, American School of Holistic Medicine, West Palm Beach, FL. 1984.
- Certified, Foot/Hand Reflexology & Sports Medicine, Seminar International, West Palm Beach, FL. 1989.
- Certified, Trigger Point Therapy, Neuro Muscular Re-Education (receptor tonus method), Liberto & Associates, Lake Worth, FL. 1986 to Present.

EDUCATOR/ LECTURER

Board Member, Swedish Massage, Academy of Healing Arts, Palm Springs, FL.

Instructor, Swedish Massage, Palm Beach County Adult Education Program, West Palm Beach, FL.

Lectured, Seated Massage & Business Practices, Myo Therapy Institute, Washington, D.C.

Instructor, Magic of Breath Workshop, consisting of Pranayama- breathing techniques, light yoga stretching, guided mediation, and Vedic sound meditation.

COMMUNITY SERVICE

Former Member, Executive Chapter, Palm Beach County Muscular Dystrophy Association.

REFERENCES

Dr. Barry Lerner M.D. Hospice Coordinator , 561-848-5200 ext.7002

Dr. Freddy Avni M.D. Rheumatology, 561-204-4687 ext.#107

Dr. Michael Landman D.O. Internal Medicine, 561 -969-7900

*Certified: In Transformation Meditation
Teacher
Certified Teacher: In Essence of Patanjali's Yoga
Pranayam " " In Aitta Course
Breath Instructor*

BACKGROUND INFORMATION

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

NAME: Joseph R. HAMILTON
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1954 10 19
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 215-62-3614

ADDRESS: 102 OSCEOLA LANE
NUMBER STREET APT#

CITY: JUPITER STATE: FL.

ZIP CODE: 33458

ENTERED
9/22/06

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Joseph Richard Hamilton
Please print complete name

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

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

- | | | |
|-------|------------------|---|
| _____ | 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

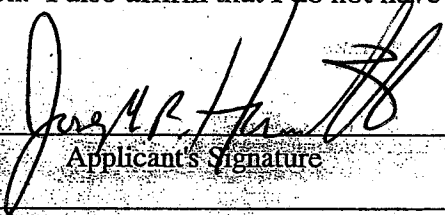
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

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

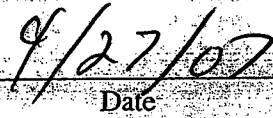
The above statements are true and complete to the best of my knowledge.

INITIAL:

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



 Applicant's Signature



 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 : 05/09/2007

Contract Tracking System 0000001308

CONTRACT INFORMATION

Active

JKF GOJU1110970507523300A

Certificate of Insurance

NAME : JKF GOJU KAI, FLORIDA, INC.,
 VENDOR CODE: JKFGOJU111097
 INSTRUCTOR: MARTIAL ARTS
 ACCOUNT NUMBER : 0001-580-5233-00-3422
 LOCATION: WEST JUPITER RECREATION CENTER
 PROGRAM: MARTIAL ARTS

CONTRACT DATE : 05/09/2007
 START DATE : 05/17/2007
 END DATE : 09/30/2007

CONTRACT AMOUNT :	3,150.00	REVENUE AMOUNT:	3,150.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	3,150.00	AMOUNT LEFT :	3,150.00

ASSIGNED CATEGORIES:

MARTIAL ARTS 0.70 Pct

RECREATION SERVICES

ACCOUNT	VENDOR CODE: VC000011007	CONTRACT
MO: <u>AKG</u>	PS:	CC: <u>CA</u>
		DD: <u>JK</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 02 day of May, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and JKF Goju Kai, Florida, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- Term:** The class, activity or service will begin on May 17, 20 07 and will meet thereafter with the termination date of this agreement being September 30, 2007.
- Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$60.00 per session (8 classes/4 weeks). Revenue Account No. 0001-580-5233-4721-09.
- Payments To Contractor:**
 - The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of three thousand one hundred fifty Dollars (\$3,150.00). 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.
 - The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.

4. Specific Details:

- Type of service/instructor: Martial Arts/Karate instruction/classes
- Name of class or activity: Karate
- Day(s)/Date(s) Scheduled: May 17, 2007 - September 29, 2007
- Time Scheduled: Thursdays 6-7 pm and Saturdays 9-10 am
- Location: West Jupiter Recreation Center
- A minimum of 5 and a maximum of 15 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or

received 5/12/07

activity which does not have the specified minimum number of participants registered.

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **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 15 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Alison Schram

PH: 561-747-3455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Gilbert Venero

CONTRACTOR'S Address: 11731 NW 22nd Street, Pembroke Pines, FL 33026

CONTRACTOR'S Phone No. (954) 443-8182

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

X 

SIGNATURE




NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR



SIGNATURE



NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



COUNTY ATTORNEY

Scope of Services

Karate

Children and adults will learn Ryuei Ryu Karate, the traditional form of Okinawan/Japanese karate. Positive factors of these classes include; improving students self confidence, self discipline, respect, exercise, manners, self defense, staying on task, leadership and social skills. Students will be taught by instructors with over 20 years experience as well as Olympic hopeful.

Classes will be held two times a week for one hour each. A session is 4 weeks/8classes.

VNF EIUJU nti
Additional INSTRUCTOR

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: Sheela Venero
FIRST MIDDLE LAST

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

DATE OF BIRTH: 86 05 07
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 594-40-9050

ADDRESS: 11731 NW 22ND Street
NUMBER STREET APT#

CITY: Pembroke Pines STATE: FLORIDA

ZIP CODE: 33026

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: GILBERT S. VENERD
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1968 JAN 16
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 265-47-0406

ADDRESS: 11731 NW 22 STREET
NUMBER STREET APT#

CITY: Pembroke Pines STATE: Florida

ZIP CODE: 33026

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: Manuel A. Ayala
FIRST MIDDLE LAST

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

Manny

DATE OF BIRTH: 1969 10 - 15
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 594-01-5172

ADDRESS: 14493 65th Way North
NUMBER STREET APT#

CITY: Palm Bch. Gardens STATE: FL

ZIP CODE: 33418



SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

JKF Goju Kai Florida, Inc.
Name of Recreation Service Provider/Sports Official

65-094 - 0788
FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>1/84 -</u>	<u>JKF Goju Kai Florida, Inc.</u>	<u>Self Employed</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>OPERATIONS EMPLOYEE TRAINING, CUSTOMER SERVICE, CLIENT DEVELOPMENT INSTRUCTING STUDENTS IN KARATE DO, BILLING, CONFLICT AVOIDANCE CLASSES & CHARACTER DEVELOPMENT CLASSES</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>5/06 - Present</u>	<u>FLORIDA SPORTS KARATE LEAGUE - USANKF, RSO</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Co-Chair for the FSKL-USANKF, RSO, THE REGIONAL SPORTS ORGANIZATION FOR THE NATIONAL GOVERNING BODY FOR KARATE UNDER THE UNITED STATES OLYMPIC COMMITTEE. My Duties -></u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u> ✓
(C). 1-07 - Present	UNITED STATE NATIONAL KARATE FEDERATION.	
	NATIONAL GOVERNING BODY FOR KARATE, UNDER THE USOC (UNITED STATES OLYMPIC COMMITTEE)	

<u>Scope of Work</u>	<u>Contact #</u>
SR. EXECUTIVE ADVISOR & INTERNATIONAL LIAISON	304/722-4512
ESTABLISH INTERNATIONAL RELATION WITH FOREIGN COUNTRIES, ORGANIZE THE DELEGATIONS TRIPS, SERVE AS TRANSLATOR, ETC.	

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>
10-98	4 th INSTRUCTOR CERTIFICATE - JAPAN KARATE DO FEDERATION	GOJUKU KMI
	CPR - Certified	

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.

TO JOIN THE FSRL ~~USANKI, KSO~~, ATHLETE DEVELOPMENT, ~~TO FORM A~~ COACHES DEVELOPMENT, PROMOTE & SPONSOR TRADITIONAL KARATE TOURNAMENTS & SEMINARS THROUGHOUT THE STATE OF FLORIDA EACH YEAR. THESE TOURNAMENTS ARE DESIGNED TO HELP PREPARE FLORIDA KARATE ATHLETES FOR NATIONAL AND INTERNATIONAL COMPETITION AND TO BRING THE ATHLETES UP TO OLYMPIC STANDARDS.

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

Insurance Company		Policyholder	
Capitol Specialty Insurance Corporation		Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg-B Wheaton, IL 60187	
Named Insured Member		Certificate Policy Period	
JKF Goju Kai Florida, Inc. 10468-72 Taft Street Pembroke Pines, FL 33026		Effective 1/2/07 Expiration 1/2/08 Coverage is effective and expires at 12:01am at the address of the insured member	
Insured Operations			
Policy Number	CS218051		
Certificate Number	20053		
Limits of Coverage	\$2,000,000.00 General Aggregate Limit \$2,000,000.00 Products - Completed Operations Aggregate Limit \$1,000,000.00 Personal and Advertising Injury \$1,000,000.00 Each Occurrence Limit \$100,000.00 Fire Damage-Any One Fire \$5,000.00 Medical Expense Limit \$0.00 Property Damage Deductible Each Claim		
Premium, Taxes and Fees	\$300.00 General Liability Premium \$4.40 Program Administrative Fee \$15.60 State Tax and Stamping Fee \$40.00 Filing Fee \$360.00 Total Amount Due From Member		
Hired/Non-Owned Automobile			
Policy Number	Not applicable		
Limits of Coverage	Not applicable		
Premium, Taxes and Fees	Not applicable		
Sexual Abuse/Molestation			
Policy Number	Not applicable		
Limits of Coverage	Not applicable Not applicable		
Premium, Taxes and Fees	Not applicable		
Excess/Umbrella			
Policy Number	Not applicable		
Certificate Number			
Limits of Coverage	Not applicable		
Premium, Taxes and Fees	Not applicable		

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

Insurance Company Capitol Specialty Insurance Corporation	Policyholder Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg-B Wheaton, IL 60187
Named Insured Member JKF Goju Kai Florida, Inc. 10468-72 Taft Street Pembroke Pines, FL 33026	Certificate Policy Period Effective 1/2/07 Expiration 1/2/08 Coverage is effective and expires at 12:01am at the address of the insured member

Location/Description of Operations

Martial Arts

Schedule of Additional Insureds

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

1. Broward Community College - Omni Auditorium 1000 Coconut Creek Blvd Coconut Creek, Florida 33066	2. Broward County 115 S. Andrew Avenue, Room 203 Ft Lauderdale, Florida 33301-4800	3. State of Florida & Florida Sports Foundation 2930 Kerry Forest Parkway Tallahassee, Florida 32309
4. Pembroke Lakes Shopping Center 1031 Ives Dairy Rd, Suite 228 Miami, FL 33179	5. JFK Goju Kai Fl, Inc. dba VMAC	6. Florida Citrus Cup (Tournament) February 10 & 11, 2007.
7. Palm Beach County Board of Commissioners 2700 6 th Avenue Lakeworth, FL 33461	8.	9.

This Certificate Issued By:

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

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

Authorized Purchasing Group Representative Francis L. Dean

**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:

Sheela Venero

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"/>	798.01	sexual battery
<input type="checkbox"/>	798.041	prohibited acts of persons in familial or custodial authority (former)
<input type="checkbox"/>	Chapter 798	prostitution
<input type="checkbox"/>	Section 798.02	lewd and lascivious behavior
<input type="checkbox"/>	Chapter 800	lewdness and indecent exposure
<input type="checkbox"/>	Section 806.01	arson
<input type="checkbox"/>	Chapter 812	felony theft and/or robbery
<input type="checkbox"/>	Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
<input type="checkbox"/>	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<input type="checkbox"/>	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
<input type="checkbox"/>	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

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

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

<u>Description</u>	<u>Dates</u>
N/A	

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

INITIAL:



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

Wally Lenico
Applicant's Signature

23 April 07
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offenses 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: GILBERT S. VENERO
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 |
| _____ 798.011 | sexual battery |
| _____ 798.041 | prohibited acts of persons in familial or custodial authority (former) |
| _____ Chapter 798 | prostitution |
| _____ Section 798.02 | lewd and lascivious behavior |
| _____ Chapter 800 | lewdness and indecent exposure |
| _____ Section 806.01 | arson |
| _____ Chapter 812 | felony theft and/or robbery |
| _____ Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _____ 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

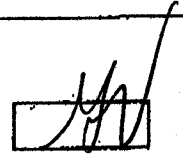
- _____ 826.04 incest
- _____ 827.03 child abuse, aggravated child abuse, or neglect of a child
- _____ 827.04 contributing to the delinquency or dependency of a child
- _____ 827.05 negligent treatment of children
- _____ 827.071 sexual performance by a child
- _____ 843.01 resisting arrest with violence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

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

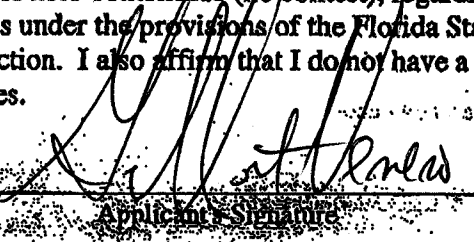
Description	Dates

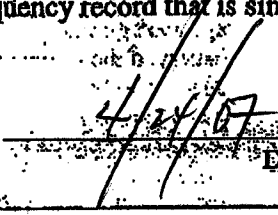
The above statements are true and complete to the best of my knowledge.

INITIAL:



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


Applicant's Signature


Date

OR

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

Applicant's Signature

Date

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

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

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

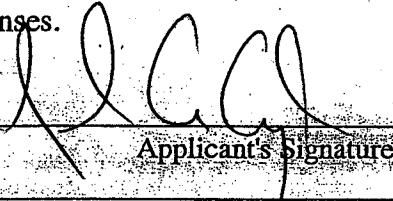
<u>Description</u>	<u>Dates</u>
N/A	

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

INITIAL:

MA

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


Applicant's Signature

4-26-07
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