Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 10, 2007	[X] Consent	[] Regular [] Public Hearing
		[] Oramanoo	[], abiit iieaig

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) Glass Productions, Summer Camp Staff Training, Therapeutic Recreation Center. (GLAS00170607524398A);
- B) Nicole Rosen, Zumba Fitness Instructor, Coconut Cove Recreation Center. (ROSE1111780607525400A);
- C) ACCELLEARN L.L.C., Children's Technology Workshop, Westgate Park & Recreation Center. (ACCE1021170607523200A);
- D) James Grice, Basketball Official, Westgate Park & Recreation Center. (GRI163020607523200A).

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. 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 (4)						
Recommended by:	Densis Illem	6/15/07				
•	Department Director	Date				
Approved by:	Galden-	6/24/07				
	Assistant County Administrator	Date				

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	0	0	0	-0-	-0-
Operating Costs	8,060	<u>6,000</u>	<u>-0-</u>	<u>-0-</u>	0
External Revenues	(6,416)	(8,571)	0	0	0-
Program Income (County	·) -0-	-0-	-0-	0	0
In-Kind Match (County)	-0-	-0-	-0-	0-	-0-
NET FISCAL IMPACT	1,644	(2,571)	0-	0	0
# ADDITIONAL FTE	•	:			
POSITIONS (Cumulative)			* <u>************************************</u>		
is Item included in Curre	nt Budget?	Yes X	No		
Budget Account No.:	Fund 000	01 Departmen	nt 580 Unit	various	

Object 3422 Program N/A

Revenue Acct. No.: Fund 0001 Dept. 580 Unit 5232 & 5254 RSRC 4721

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

	Contractor	FY2	2007	FY2008	
		Revenue	Expense	Revenue	Expense
Α	Glass Productions	0	1,500		
В	Nicole Rosen	4,286	3,000	8,571	6,000
С	ACCELLEARN, LLC	0	800		
D	James Grice	2,130	2,760		
	Total	6,416	8,060	8,571	6,000

C.	Departmental Fiscal Review:	ckopelakis	

III. REVIEW COMMENTS

pment and Control Comments:

A.	OFMB Fiscal and/or Contract Develo
	OFMB
a	nne Nelgut 6/25/07 Assistant County Attorney
c.	Other Department Review:
	Department Director

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

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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Summer Camp Staff Training.</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

an	d CONTRACT	OR hereby agree as follows:								
1.	<u>Term</u> : The class, activity or service will begin on <u>June 2, 2007</u> and will meet thereafter with the termination date of this agreement being <u>June 3, 2007</u> .									
2.	charges from	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): NA								
3.	Payments To	o Contractor:								
	a.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>one thousand and five hundred</u> Dollars (\$1,500.00). 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 \$1,500.00 or% of the paid enrollment fees for the class or activity.								
4.	Specific Det	ails:								
	a.	Type of service/instructor: Staff Training Type of service/instructor:								
	b.	Name of class or activity: Arts Boot Camp & Recreational Leadership Instruction.								
	C.	Day(s)/Date(s) Scheduled: Saturday, June 2, 2007								
	d.	Time Scheduled: 8:00 AM - 5:00 PM								

A minimum of NA and a maximum of NA 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.

Location: <u>CMAA Therapeutic Recreation Complex</u>

e.

f.

- 5. Independent Contractor Status: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with <u>3</u> days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

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

Adrienne Huisman	PH: 966-7054

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

Director of 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: Randall Glass, President Glass Productions, Inc.

CONTRACTOR'S Address: PO Box 18288, WPB FL 33416

CONTRACTOR'S Phone No. <u>(561) 204-4980</u>

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

- 19. <u>Severability:</u> 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	
Vana E Beile	PALM BEACH COUNTY
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
Kattley Bolandy	INDEPENDENT CONTRACTOR
SIGNATURE	SIGNATURE SIGNATURE
Kathleen Bolander NAME (TYPE OR PRINT)	Randall Glass Vice President
	NAME & ITTE (IYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY AFTORNEY

SCOPE OF SERVICE

Glass Productions, Inc.

Glass Productions will lead opening activities/ice breakers for the entire staff and conduct two classes throughout the day including Creative Arts Boot Camp and Recreational Leadership during the Summer Camp Staff Division Training on Saturday, June 2, 2007 from 8:00 am to 5:00 pm at the CMAA Therapeutic Recreation Complex, 2728 Lake Worth, Lake Worth, Florida.

Classes will be provided for counselors, assistant directors and directors. The Creative Arts Boot Camp Class will teach camp staff how to add to everyday games to make them more interesting. The Recreational Leadership class will teach camp staff how to lead games and activities in a way that engages campers and creates an enthusiasm for the activity.

No fee will be charged for participation in the classes.

Equipment to be used includes notebook with information from classes.

• •	-	JUL-21-06 FRI 02:45 PM EATON INS	URANCE	F	AX NO. 5619	664312	P. 01/01				
. 4	4 <i>C</i>	CORD. CERTIFICATE OF L	IABILIT	Y INSUR	ANCE		DATE(MM/DD/YYYY) 7/21/2006				
PRO EX	NICE 170 567	er On Insurance 7B Lake Worth Road		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.							
	11-	E WORTH, FL 33467 -966-1848 GLASS PRODUCTIONS		INSURERS A	FFORDING COV	ERAGE GURANCE COMPANY	NAIC#				
		RANDALL & ARINEE GLAS P.O. BOX 18288		INSURER C:		*					
		WPB, FL 33416		INSURER O:							
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BACKGROUND INFORMATION

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

NAME: FIRST	Arme	GASS	LAST
Other names you have used in the p		names and nickr	
DATE OF BIRTH: YEA	R MONTH	DAY	
RACE: (PLEASE CIRCLE)	Black	White	Asian
SEX: (PLEASE CIRCLE)	Alaskan Native Male	Unknown	American Indian
SOCIAL SECURITY NUMBER_	183 58 61	\$ 51	
ADDRESS: 14279 4800 NUMBER	STREET -	· .	APT#
ZIP CODE: 33476	state: [18/07 J
ZIP CODE: 83476			Manual Control of the



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	Armel 5635 183-58-6651
Nam L	which service(s) are you interested in providing? Training & Performance
2.	List prior work experience in providing this service:
	Dates Agency/Company Representative (A). Since May 2002 Four Slazons Condy Racos 5822700
	Scope of Work Kids Activities Team Building
	Dates Agency/Company Representative (B). Since 1998 PBC Rec Atter School Kathy Bolander
	Scope of Work Various Events & Rec Action to 966-6628

<u>Dates</u>	Agency/Company	Representative
(C).	Agency, conspany	<u>Representative</u>
Scope of Work		Contact #
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<u>Dates</u>	License/certification/education	Location/Instructor
		Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> <u>1986–1990</u>	License/certification/education Union Vivversity — BA de	Location/Instructor
<u>Dates</u> <u>1986–1990</u>	License/certification/education Union Virules by — BA degree employed to anyone employed	Location/Instructor
Dates 1986-1990 Are you or any of your of and Recreation Department	License/certification/education Union Virusity — BA degree employees related to anyone employed ment?	Location/Instructor
Dates 1986-1990 Are you or any of your eand Recreation Department	License/certification/education Union Virules by — BA degree employed to anyone employed	Location/Instructor
Dates 1986-1990 Are you or any of your of and Recreation Department of Yes	License/certification/education Union Vivversity — BA degree employees related to anyone employed inent?	Location/Instructor
Dates 1986-1990 Are you or any of your of and Recreation Department of Yes	License/certification/education Union Virusity — BA degree employees related to anyone employed ment?	Location/Instructor
Dates 1986-1990 Are you or any of your of and Recreation Department of Yes	License/certification/education Union Vivversity — BA degree employees related to anyone employed inent?	Location/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 (1)	Pandall	Hasse	/-	Glass LA	om.
ŀ	GRST	MIDDLI	₫	LA	S 1
Other names yo	u have used in the	e past (including mai	den names and nic	knames):	
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DATE OF BIRT	гн: <i>/9</i> е	67 July AR MONTH	29		
	YE	AR MONTH	I DAY		
RACE: (PLEAS	SE CIRCLE)	Black	White	Asian	
		Alaskan Native	Unknown		
SEX: (PLEAS	E CIRCLE)	Male	Female		r
SOCIAL SECU	RITY NUMBER	412 19-	2925	· · · · · · · · · · · · · · · · · · ·	
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ADDRESS:/	POBOX NUMBER	18288			•
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CITY: W	PB	STATE:	FL	· · · · · · · · · · · · · · · · · · ·	
ZIP CODE:	33416			1 3 1 s	RET



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

me	of Recreation Service Pro	lass vider/Sports Official	FEI/Social Security Number
			1 = 2 = 0 = 0 = 0 = 0 = 0 = 0 = 0 = 0 = 0
	Which service(s) are you	interested in providing? Train	ng + Performance
	List prior work experien	ce in providing this service:	
	<u>Dates</u>	Agency/Company	Representative
	(A). Since May Z	Agency/Company OOZ Four Seasons	Cindy Racco
			582 2800
	Scope of Work		Contact #
	ABR REC.	8 Alter	
	Activities	for kids	
		ing for Adults	
,		J mices	
	<u>Dates</u>	Agency/Company	<u>Representative</u>
	(B). Since 1998	PBC Rec After	School Kathy Bolan
	June Comment	Consultant	Jensy Jens
			~ "
	Scope of Work		Contact #
	various e	events + recreation	onal astilities
			966 6628

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).		•
Scope of Work		Contract #
Scope of Work		<u>Contact #</u>
		
List any licenses/certi	fication/education you have completed rele	evant to providing this service
<u>Dates</u>	License/certification/education	Location/Instructor
1986-1990	Unear University BAC	dograes
		,
Are you or any of you and Recreation Depar	or employees related to anyone employed by	y the Palm Beach County Par
and Recreation Depar		y the Palm Beach County Par
and Recreation Depar	rtment?	y the Palm Beach County Par
and Recreation Depart	rtment?	y the Palm Beach County Par

Littn: Jerry Clapp

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: GFRAU	(Jeney) 5.		Chapp
FIRST	MIDDLE		LAST
Other names you have used	in the past (including maid	en names and nic	cknames):
DATE OF BIRTH:	38 /0 YEAR MONTH	28 DAY	200
RACE: (PLEASE CIRCLE)) Black	White	Asian
	Alaskan Native	Unknown	
SEX: (PLEASE CIRCLE)	Male	Female	
SOCIAL SECURITY NUM	BER 294-32-10	016	·
ADDRESS: 500 Son	AH LUNA CT.	· · · · · · · · · · · · · · · · · · ·	<i>#5</i>
ADDRESS: 500 Son NUMBER CITY: HOLLY WOOD	STREET STATE FLOR	e1DA	APT#
ZIP CODE(<u>330Z/</u>			5/8/07

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:	Gerald S. Clapp	
	Please print complete name	

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

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

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

planation: (Pro	82 82 82 82 Chapter 84 Section 84 Chapter 89 Section 98	47.05(1) 93 85.4045	incest child abuse, aggrava contributing to the of negligent treatment sexual performance resisting arrest with obscene literature encouraging or recrudrug abuse preventi- person involved in t sexual misconduct i	lelinquency or depet of children by a child violence uiting another to joi on and control only he offense was a min juvenile justice properties.	in a criminal gang if the offense was a inor rograms	n felony or if any oth
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Randall W. Glass	
	Please print complete name	

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

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

 Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
	394.4593	relating to sexual misconduct with certain mental Health patients
 Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
	741.30	domestic violence and injunction for protection (defined in 741.28) means any
		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
	:	battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	killing an unborn child by injury to the mother
	784.011	assault, if the victim of offense was a minor
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	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		lewd and lascivious behavior
Chapter	800	lewdness and indecent exposure
Section		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

Expla	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	contributing to the del negligent treatment of sexual performance by resisting arrest with violscene literature encouraging or recruit drug abuse prevention person involved in the sexual misconduct in	y a child iolence ting another to join a criminal n and control only if the offen- e offense was a minor juvenile justice programs	child gang	er
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	By signing this section, I affiguilty or nolo contendere (no charges under the provisions jurisdiction. I also affirm that offenses.	contest), regardless of the Florida Statute	of the adjudication, to any sor under any similar sta	y of the foregoing atute of another	
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Ĺ	• •	<u>OR</u>			
	By signing this section, I dec Disqualifying charges, acts o and true with regard to any o under any similar stature of a	or offences and that the fifther above charges un	e explanation I have prov	vided is complete	
	Applicant's Signa	ture		Date	

Updated 12/16/05

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	J. Arinée Glass	·
	Please print complete name	

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

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	_ Chapter	796	prostitution
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	_ Chapter		lewdness and indecent exposure
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	_ Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
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			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

Ехр	Chapter Section	847.05(1) 893 985.4045	incest child abuse, aggravated child abuse, or neglect of contributing to the delinquency or dependency of negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a crimit drug abuse prevention and control only if the off person involved in the offense was a minor sexual misconduct in juvenile justice programs ialed above. Attach another sheet if necessary.)	of a child inal gang
<u>Deş</u>	cription		<u>Dates</u>	
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	By signing this s guilty or nolo co- charges under the	ection, I affirn ntendere (no c e provisions of	n that I have not been charged, found guilt ontest), regardless of the adjudication, to a f the Florida Statutes or under any similar I do not have a delinquency record that is stated to the content of	any of the foregoing statute of another
	<u> </u>	pplicant's Signa	<u>OR</u>	Date
	Disqualifying chand true with reg	arges, acts or card to any of t	re that my record may contain one or more offences and that the explanation I have prohe above charges under the provisions of the jurisdiction.	ovided is complete
	Appl	licant's Signatur	re	Date
	<u> </u>			

Updated 12/16/05



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001311

DATE: 05/23/2007

CONTRACT INFORMATION Active

ROSE1111780607525400A

Certificate of Insurance

NAME :

ROSEN, NICOLE

VENDOR CODE:

ROSE111178

INSTRUCTOR:

ZUMBA FITNESS

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

LOCATION:

COCONUT COVE RECREATION CENTER

PROGRAM:

ZUMBA FITNESS

CONTRACT DATE: 05/22/2007

START DATE :

06/04/2007

END DATE :

06/04/2008

CONTRACT AMOUNT :

9,000.00 REVENUE AMOUNT:

9,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

9,000.00 AMOUNT LEFT :

9,000.00

ASSIGNED CATEGORIES:

ZUMBA FITNESS

0.70 PCT

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Zumba 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

ane	d CONTRACT	OR hereby agree as follows:						
۱.	<u>Term</u> : The class, activity or service will begin on <u>June 4th, 2007</u> and will meet thereafter with the termination date of this agreement being <u>June 4th, 2008</u>							
2.		Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$12.00 per Revenue Account No. 0001-580-5254-09-11711						
3.	Payments T	o Contractor:						
	a.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Nine Thousand Dollars (\$9,000.00). 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 biweekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.						
	b .	The CONTRACTOR's fee shall be the sum of \$ or70% of the paid enrollment fees for the class or activity.						
1.	Specific Det	ails:						
	a.	Type of service/instructor: Zumba Instructor						
	b.	Name of class or activity: Zumba						
	c.	Day(s)/Date(s) Scheduled: <u>Tuesdays and Thursdays</u>						
	d.	Time Scheduled: 10:30am-11:30am (Tues.), 6:30pm-7:30pm (Thur.)						
	e.	Location: Coconut Cove Recreation Center						
	f.	A minimum of 20 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.

- 5. <u>Independent Contractor Status</u>: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with _10__ days notice of all schedule conflicts/changes.
- CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- Publicize the class or activity through the Leisure <u>Times</u> and public service announcements.

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

Marisa Bennett (Facility Manager I)	 PH: <u>561-274-1140 Ext. 204</u>

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Nicole Rosen

CONTRACTOR'S Address: 5877 Bartram Street, Boca Raton 33433

CONTRACTOR'S Phone No. 954-471-6425

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

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

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

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

PALM BEACH COUNTY WITNESS Real & T	PALM BEACH COUNTY Chile
Nancy Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
Mausa Bonnett	M PUS
Mariss Bennett	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

	CER Phone: (800) 395-8075 Fex: (858) 519- ESS AND WELLNESS	0822			SSUED AS A MATTER OF		
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				FORDING COVE			NAIC#
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· N	IICOLE ROSEN		INSURER B:			•	
	877 BARTRAM STREET BOCA RATON FL 33433		INSURER C:				
			INSURER D:				
OV	ERAGES		INSURER E:		<u> </u>		×
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ADD INSR	TYPE OF INCUIDANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/OD/YY)	LIMITS		
T	GENERAL LIABILITY	EOL9012327-02	08/29/06	08/29/07	EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Es occurence)	\$	100,000
	CLAIMS MADE X OCCUR				MED. EXP (Any one person)	\$	2,500
		. *			PERSONAL & ADV INJURY	\$	1,000,000
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	X POLICY PRO-				PRODUCTO-CONFLOR AGO.	+	3,000,000
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	HIRED AUTOS NON-OWNED AUTOS		,		BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$.	
	GARAGE LIABILITY	,			AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN EA ACC. AUTO ONLY: AGG	\$	
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	ş	
	OCCUR CLAIMS MADE				AGGREGATE	\$	
		•				\$	
	DEDUCTIBLE					\$	
34.5	RETENTION \$				WC STATU	\$	
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ANY OFF	PROPRIETOR/PARTHER/EXECUTIVE				E.L. DISEASE-EA EMPLOYEE	\$	
If ye	s, describe under CIAL PROVISIONS below				E.L. DISEASE-POLICY LIMIT	\$	
	HER:		<u> </u>			<u> </u>	
<u> </u>							
DESC t is u	HER: CRIPTION OF OPERATIONS/LOCA Inderstood and agreed that the fo of that liability resulting from the ional insured Endorsement is Eff	llowing entity is added	l as an additional				the named
FP	TIFICATE HOLDER		CANCE	LATION			
P	alm Beach County Board of Cour arks and Recreation Dept	nty Commisioners	EXPIRATION DAYS WRITTI FAILURE TO D	OF THE ABOVE DES DATE THEREOF, THE EN NOTICE TO THE (SCRIBED POLICIES BE CANCEL ISSUING INSURER WILL ENDEA CERTIFICATE HOLDER NAMED T NO OBLIGATION OR LIABILITY OF / ENTATIVES.	VOR TO M	IAIL 30 FT, BUT
Palm Beach County Board of County Commissioners Parks and Recreation Dept 11200 Park Access Rd Boca Raton FL 33498 Attention:			INSURER, IT'S			,	JPON THE

ACORD 25 (2001/08)

Certificate # 56177

® ACORD CORPORATION 1988

2007 FITNESS SCHEDULE

as of 1/1/2007

Monday	Zumba for Kids JCC at Quiet Waters	Deerfield Beach	3:00-4:30pm
	Zumba Fitness The Symphony	Fort Lauderdale	7:00-8:00pm
Tuesday	Zumba Fitness St. Andrews Country Club	Boca Raton	4:30-5:30pm
	Zumba Fitness Heron Lakes Family Center	Parkland	6:30-7:30pm
Wednesday	Zumba Fitness One-to-One Fitness	Coral Springs	5:30-6:30pm
	Zumba Fitness Lynn University	Boca Raton	7:00-8:00pm
Thursday	Zumba for Kids North Broward Preparatory School	Coconut Creek	3:00-4:00pm
	Zumba Fitness The Symphony	Fort Lauderdale	7:00-8:00pm
	Zumba for Kids Heron Lakes Family Center	Parkland	TBA
Friday	Zumba Fitness Michael's Body Scenes	Boca Raton	6:30-7:30pm
Saturday	Zumba Fitness Boca Raton Community Center	Boca Raton	10:00-11:00am

NICOLE A. ROSEN

5877 Bartram Street Boca Raton, FL 33433 Phone: 954-471-6425 ZumbaNic@aol.com

PROFESSIONAL EXPERIENCE

BROWARD COUNTY SCHOOLS QUIET WATERS ELEMENTARY

2001 to present

DEERFIELD BEACH, FL

- Plan, implement and evaluate daily multi-subject curriculum
- Apply innovative and hands-on techniques to classroom lessons
- Motivate students through active learning environment
- Develop behavior modification plans for children with exceptionalities
- Create tailored lessons for multiple intelligence levels
- Evaluate comprehension skills of students
- Maintain active parent communication and rapport

AFAA CERTIFIED FITNESS INSTRUCTOR

INDEPENDENT CONTRACTOR 2006 to present

BROWARD & PALM BEACH COUNTIES

- Choreograph and teach Zumba classes in multiple locations
- Develop and conduct fitness-themed events for businesses and private parties
- Promote and instruct youth fitness sessions during after-school programs
- Certification in Group Fitness

ADDITIONAL PROFESSIONAL ACTIVITIES

- Tutoring, Grade Levels K-10, All Subjects, Present
- Sunshine Committee Vice-President, 2005-2006
- Lindsey Rae Foundation (Down's Syndrome), Spring 1999-Present
- Cystic Fibrosis Foundation, Spring 2000-Present
- PTA Special Events, 2001-Present
- QWE Fundraiser, 2001-Present

EDUCATION

LYNN UNIVERSITY

BOCA RATON, FL

- Bachelor of Arts in Education, May 2001
- Major: Elementary Education Grades 1-6
- Member of Kappa Delta Pi Honor Society
- Dean's List, 1999-2001
- ESOL Endorsement
- Earned Basic Incentive, 2003-2004
- Earned over 400 continuing education credits

REFERENCES AVAILABLE UPON REQUEST



SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

st prior work experienc	ce in providing this service:		
Dates	Agency/Company		Representative
Boca Nati	on Community	unter	<u>ulia</u> tinko
			(Yal) 367-78
nept 30 - 1	present		
cope of Work	n	Contac	<u>t.#</u>
Valencia -	Palms	Marylin	Topic and the state of the stat
Dates JCC Hersi Tresday 1 S	Agency/Company 1 Lates Family 630-730	Center	Representative RISA Dematy
cope of Work	Waters	Contac	SCHWART 2 -6700 X 3 2
	Dates BOLA Nation SA+ More SA+ More Sept 30 - 1 Sope of Work Jalencia - Thesay Is	Boca Raton Community SA+ Morning S 10-17 Sept 30 - President Sept	Dates Spency/Company Boca Naton Community Lenter SAt Mornings 10-11 Sept 30 - Present Sope of Work Contact Marylin Dates Agency/Company The Heron Lakes Family Lenter Tresday 15 630-730 Contact Cont

Scope of Work		Contact #
Dates	ation/education you have completed relevant License/certification/education	Location/Instructor
	ee Attacked	
Are you or any of your operatment?	employees related to anyone employed by the	e Palm Beach County Parks and
TP	e and relationship.	



May 21, 2006 **Date**

I hereby certify

Nicole Rosen
Official Zumba Fitness Instructor

Zumba Fitness Inc. 1688 NE 205 Terr. Miami, FL 33179 1-877-249-2293 Alberto "Beto" Perez

This document certifies you as a Zumba® instructor for one year. After one year you are required to take a refreshment workshop and/or become a member of the Zumba® Instructor Network/ZIN to maintain quality and hone your Zumba® skills. This certificate gives you the right to name your class "Zumba®", but does not give you the right to name your place of business "Zumba"®.

AEROBICS and FITNESS ASSOCIATION of AMERICA This is to certify that

NICOLE ROSEN

has achieved AFAA's

Group Exercise Instructor Certification

Jinda D. Pfeffer, Preside

instructor signature

506000

Valid thru 09/23/2008

American Heart Associations

Fighting Heart Disease and Stroke

Heartsaver CPR

NICOLE ROSEN

This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the AHA for the Heartsaver CPR Program, Adult CPR / Pediatric CPR / Adult CPR & AED

9-11-06

Issue Date

Recommended Renewal Date

BACKGROUND INFORMATION

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

NAME:	Niwle	Alissa		Rosen
	FIRST	MIDDLE		LAST
	you have used in the pa		names and nickn	ames):
DATE OF B	irth: 1975 Year		6 DAY	·
RACE: (PLE	ASE CIRCLE)	Black (White	Asian
		Alaskan Native	Unknown	
SEX: (PLE	ASE CIRCLE)	Male	Female	
SOCIAL SE	CURITY NUMBER	066.76.7	180	
	5877 P NUMBER UCA RATON	STREET		APT#
	33433	STATE: / _ (41010



MAIL TO:

Paim Beach County
Board of County Commissioners
Purchasing Department
Attention: Vendor Registration Desk
50 South Military Trail, Suite 110

West Palm Beach, FL 33415-3199
Phone: (561) 616-6800 Fax: (561) 616-6811
Web Address: www.pbcgov.com/pur

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration [] C	hange of Information
Headquarters(Legal Name) of Company: (Mus	St match name to which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name: (List y	our D/B/A or fictitious name only if applicable.)
	ipany []
Taxpayer ID: List your Federal ID (IRS W-9 Fe	orm) or Taxpayer ID Number? <u>066 - 76 - 7180</u>
	arters address information:
Address: 5877 Bartram	<u> 5+-</u>
city: Boca Naton, Fr	State/Province
Zip/Postal Code: <u>55455</u>	Country: USA
Main Phone Number: 934-471-642	
Contact Name:	E-mail Address: Zumban (a) an (c) (C) (E-mail Address may be used for Orders/Contracts)
Contact Phone Number:	Alternate Phone Number:
Contact Fax Number:	Alternate Fax Number:
	t address/accounts receivable department information ck here if Same as Headquarters:
Address:	
City:	State/Province:
Zip/Postal Code:	Country:
Main Phone Number:	
Contact Name:	E-mail Address:
Contact Phone Number:	Alternate Phone Number:
Contact Fax Number:	Alternate Fax Number:

			check here if [] Same as Headquarters:
Addr	088 :		
City:			State/Province:
Zip/P	ostal Code:	· · · · · · · · · · · · · · · · · · ·	Country:
Main	Phone Number:		
Cont	act Name:		E-mail Address:
			(E-mail Address may be used for Orders/Contracts)
Conta	act Phone Numb	9er:	Alternate Phone Number:
Conte	ect Fax Number:		Alternate Fax Number:
4.	i icenses and	Certifications:	
••			l License Number:
	(Contact the F	Palm Beach County	Tax Collector's Office (561) 355-2272.)
	List Others:	Туре:	Number:
		Туре:	Number:
6.			Position/Title:Position/Title:
.	•	Omerais:	Position/Title:
	ivame:		Position/Title:
7.	Are you interested in being Certified as a Small Business Enterprise or a Minority-Owned Business? [] YE [] NO For more information, please contact the Palm Beach County Office of Small/Minority/Women Business Assistance at (561) 616-6840		
3.			rpany Officer or Principal (Required for Registration):
	Signature:	n Ros	Date: 3/21/07
This se	ction is to be comp	leted by Purchasing:	is this vendor interested in SBE or Minority Certification? [] YES [] NO If yes, date copy forwarded to OSBA:

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:	NIWE Rosen	
	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	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
Sections		adult abuse, neglect, or exploitation of aged person or disabled adults
	741.30	domestic violence and injunction for protection (defined in 741.28) means any
	;	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
		battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		family or household member
	782.04	murder
<u> </u>	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		aggravated manslaughter of a child
<u> </u>	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(2ь)	possessing an electric weapon or device, destructive device, or other weapon on
		school property
·	794.011	sexual battery
	794.041	prohibited acts of persons in familial or custodial authority (former)
Chapter		prostitution
Section		lewd and lascivious behavior
Chapter		lewdness and indecent exposure
Section		arson
Chapter		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
	007.100	person or disabled adult
	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

S	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 ection 847.05(1) Chapter 893	contributing to the deling negligent treatment of ch sexual performance by a resisting arrest with viole obscene literature encouraging or recruiting	child ence ganother to join a criminal d control only if the offens	child
	ection 985.4045	sexual misconduct in juv	-15.	
iption	ne details of any nems in	nitialed above. Attach another sl	<u>Dates</u>	
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bove statemen	nts are true and comp	lete to the best of my knowled	ige. INITIA	AL:
By signing guilty or no charges un-	this section, I affi olo contendere (no der the provisions	irm that I have not been of contest), regardless of to of the Florida Statutes of the I do not have a delinquest.	charged, found guilty of the adjudication, to any runder any similar statency record that is sim	or entered a plea of of the foregoing stute of another
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Updated 12/16/05



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001312

DATE : 05/30/2007

CONTRACT INFORMATION Active

ACCE1021170607523200A

Certificate of Insurance

NAME :

ACCELLEARN L.L.C.,

VENDOR CODE:

ACCE102117

INSTRUCTOR:

TECHNOLOGY WORKSHOP

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

VIDEO GAME DESI

CONTRACT DATE: 05/30/2007

START DATE :

06/18/2007

END DATE :

07/10/2007

CONTRACT AMOUNT :

800.00 REVENUE AMOUNT:

0.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

800.00 AMOUNT LEFT :

0.00

ASSIGNED CATEGORIES:

TECHNOLOGY WORKSHOP

800.00 FLAT FEE

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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This	Agreement is made as of the day of, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Accellearn LLC.
	an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
	MUEBEAS the COUNTY decires to make qualitable (a) (an) Video Geme Decign and Digital Video

<u>Production Workshop</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to

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

1.	date of this agreement beingJuly 10_, 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): per Revenue Account No

3. Payments To Contractor:

providing said program.

- 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 _Eight hundred_Dollars (\$_800.00_). 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 \$_800.00_ or _____% of the paid enrollment fees for the class or activity.

Specific Details:

- a. Type of service/instructor: Children's Technology Workshop/Shane Vander Kooi
- b. Name of class or activity: Video Game Design and digital Video Production Workshop.
- c. Day(s)/Date(s) Scheduled: Monday, June 18 and Monday, July 9, 2007.
- d. Time Scheduled: 10:00 am to 11:30 am and 1:00 pm to 2:30 pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of _14_ and a maximum of _28_ paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. <u>Independent Contractor Status</u>: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. <u>Subcontracting</u>: The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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.
- 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.
- Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with <u>5</u> days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- Provide class/activity rosters to the CONTRACTOR for distribution.

- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.
- 10. 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:

Carlos Morales	PH·	561-694-5455	
Ourios Morales	'''-	301-034-3433	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: ____Accellearn LLC,

CONTRACTOR'S Address:

7711 N Military Trail Palm Beach Gardens, FI 33410.

CONTRACTOR'S Phone No. Wk# (

Wk# (561) 630-6549.

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY Leca Care
SIGNATURE	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Carlos Morales	R SUANE VANDER LOGI DIRECTOR.
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne deligan

Scope of Services

Accellearn, LLC

Accellearn, LLC will provide 2 workshops at the Westgate Teen Summer Camp program:

- Video Game Design
- Digital Video Production Workshop

The workshops will be offered as follows:

- Video Game Design
 - o June 18, 2007 from 10:00 am to 11:30 am
 - o July 9, 2007 from 10:00 am to 11:30 am
- Digital Video Production Workshop
 - o June 18, 2007 from 1:00 pm to 2:30 pm
 - o July 9, 2007 from 1:00 pm to 2:30 pm

The workshops are a flat fee of \$800 and the fee includes all supplies, computer technology and staffing costs. The equipment used for this program includes, paper, writing utensils, lap top computers, video game software and digital production software.

£	ICORD. CERTIF	ICATE	OF LIABIL	ITY INSU	JRANCE		DATE L2-01-2006
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AC	CELLEARN LLC DBA	CTW.		INSURER C:	in City F	ire Ins Co	
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PA	LM BEACH GARDENS	FL 3341	0	INSURER E:			
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_	GENERAL MARKITY					EACH OCCURRENCE	\$2,000,000
A	COMMERCIAL GENERAL LIABILITY	12 SBM	UA3936	01/17/07	01/17/08	FIRE DAMAGE (Any one fire)	\$300,000
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	y pusiness man					PERSONAL & ADV INJURY GENERAL AGGREGATE	\$4,000,000
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						PROPERTY DAMAGE (Per accident)	s .
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CEL	TIFICATE HOLDER X AD	OCTIONAL PROPERTY	D; INSURER LETTER: A	CANCELLAT	ion		
PA	LM BEACH COUNTY ARD OF COUNTY COM RK&RECREATION DEP	MISSION		SHOULD ANY OF EXPIRATION DO NOT BE SHOULD ANY SHOULD HOLDER NAME	OF THE ABOVE DE: ATE THEREOF, THE TEN NOTICE (10 D D TO THE LEFT, BI	SCRIBED POLICIES BE CAN ESSUING INSURER WILL E AYS FOR NON-PAYMENT) IT FAILURE TO DO SO SH Y KIND UPON THE INSURI	NDEAVOR TO MAIL TO THE CERTIFICAT ALL IMPOSE NO
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BACKGROUND INFORMATION

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

NAME: Ashley FIRST	Elizab H- MIDDLE)	LAST
Other names you have used in the	past (including maider	names and nic	knames):
DATE OF BIRTH: $\frac{1987}{\text{YEA}}$	Jung 2 AR MONTH	9 th	
RACE: (PLEASE CIRCLE)	Black	White	Asian
	Alaskan Native	Unknown	
SEX: (PLEASE CIRCLE)	Male	Female	
SOCIAL SECURITY NUMBER_	591-06-86	1 1	
ADDRESS: 6374 NUMBER	Old Medinah STREET	Circle	APT#
CITY: Lake Worth	STATE: FL		
ZIP CODE: <u>33463</u>			
		CAS Des	RERIED 154/07

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:

Ashley Elizaboth Hall
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
	C + !	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
		782.04	family or household member
		782.04 782.07	murder
· 		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		702.071	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section	798.02	lewd and lascivious behavior
	Chapter Section Chapter Sections	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

colanation: (Pro	827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any othe person involved in the offense was a minor sexual misconduct in juvenile justice programs
escription	ride details of any items in	Dates
		<u>= 1,</u>
		
guilty or a charges u jurisdiction	nolo contendere (no inder the provisions	3(13/07
guilty or a charges u jurisdiction	nolo contendere (no inder the provisions on. I also affirm tha	contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another t I do not have a delinquency record that is similar to any of these
By signin Disqualify and true v	Applicant's Sign	contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these Date OR lare that my record may contain one or more of the foregoing roffences and that the explanation I have provided is complete of the above charges under the provisions of the Florida Statutes or

Updated 12/16/05

BACKGROUND INFORMATION

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

NAME: Elizabeth	Ann	Miller
FIRST	MIDDLE	LAST
Other names you have used in	n the past (including maiden nam	nes and nicknames):
DATE OF BIRTH: 10	988 <u>0/</u> year month d	DA AY
RACE: (PLEASE CIRCLE)		Thite Asian
	Alaskan Native U	nknown
SEX: (PLEASE CIRCLE)	Male	emale
SOCIAL SECURITY NUMB	er <u>395-02-2354</u>	·
ADDRESS: 23/9 NUMBER	Green St.	APT#
CITY: <u>Racine</u>	STATE: (1)	AF 1#
ZIP CODE: <u>5340</u> え		1160T

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	Elizabeth Ann Millor	
	Please print com	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
	_ ,	394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
	-	782.04	murder
	_	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
	_	782.071	vehicular homicide
	·	782.09	killing an unborn child by injury to the mother
	-	784.011	assault, if the victim of offense was a minor
	_	784.021	aggravated assault
	-	784.03	battery, if the victim of offense was a minor
	_	784.045	aggravated battery
	•	787.01	kidnapping
	_	787.02	false imprisonment
	-	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
	_	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
	- ·	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	-	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
1			school property
	-	794.011	sexual battery
	6 11 .	794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
 			lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		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
		90°E 102	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 o
	Continu DOS 4045	person involved in the offense was a minor	
	Section 985.4045	sexual misconduct in juvenile justice programs	
olanation: (Pro	ovide details of any items	is initialed above. Attach another sheet if necessary.)	
cription		<u>Dates</u>	
·			
		·	
	•.		
above staten	nents are true and com	nplete to the best of my knowledge. INITIAL:	
By signir guilty or charges u	ng this section, I afi nolo contendere (n under the provision	ffirm that I have not been charged, found guilty or entered a ple no contest), regardless of the adjudication, to any of the foregoins of the Florida Statutes or under any similar statute of another that I do not have a delinquency record that is similar to any of the statute of any of	a of
By signir guilty or charges u jurisdiction	ng this section, I afi nolo contendere (n under the provision	ffirm that I have not been charged, found guilty or entered a ple no contest), regardless of the adjudication, to any of the foregoins of the Florida Statutes or under any similar statute of another	a of
By signir guilty or charges u jurisdiction	ng this section, I afi nolo contendere (n under the provision	ffirm that I have not been charged, found guilty or entered a ple no contest), regardless of the adjudication, to any of the foregoins of the Florida Statutes or under any similar statute of another that I do not have a delinquency record that is similar to any of the statute of any of	a of
By signir guilty or charges u jurisdiction	ng this section, I afi nolo contendere (n under the provision	ffirm that I have not been charged, found guilty or entered a ple no contest), regardless of the adjudication, to any of the foregoins of the Florida Statutes or under any similar statute of another that I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that it is similar to any of the foregoing statute of a do not have a do not	a of
By signir guilty or charges u jurisdiction offenses. By signin Disqualif and true v	ng this section, I affinolo contendere (number the provisions on. I also affirm the Applicant's Signature of this section, I deving charges, acts with regard to any of the content of the	ffirm that I have not been charged, found guilty or entered a ple no contest), regardless of the adjudication, to any of the foregoins of the Florida Statutes or under any similar statute of another that I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of another than I do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that is similar to any of the foregoing statute of a do not have a delinquency record that it is similar to any of the foregoing statute of a do not have a do not	a of ng hese
By signir guilty or charges u jurisdiction offenses. By signin Disqualif and true v	ng this section, I affinolo contendere (number the provisions on. I also affirm the Applicant's Signature of this section, I deving charges, acts with regard to any of the content of the	ffirm that I have not been charged, found guilty or entered a ple no contest), regardless of the adjudication, to any of the foregoins of the Florida Statutes or under any similar statute of another that I do not have a delinquency record that is similar to any of the figure of the foregoing or offences and that the explanation I have provided is complete of the above charges under the provisions of the Florida Statute.	a of ng hese

Updated 12/16/05

BACKGROUND INFORMATION

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NAME:	E	Ellenson
Other names you have used in the pa	MIDDLE ast (including maiden n	LAST ames and nicknames):
DATE OF BIRTH:	83 03	07
YEAF RACE: (PLEASE CIRCLE)	Black	White Asian Unknown
SEX: (PLEASE CIRCLE) SOCIAL SECURITY NUMBER	Male (Female 74
ADDRESS: We Clear WC		1017— APT#
CITY: Nest Palm Bol ZIP CODE: 33401	STATE: FV	PARTIE REAL

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	_ JIII Elizabeth Elenson	
	Please print complete name	

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

826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	incest child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any othe person involved in the offense was a minor sexual misconduct in juvenile justice programs initialed above. Attach another sheet if necessary.)
cription	<u>Dates</u>
<u> </u>	
above statements are true and comp	plete to the best of my knowledge. INITIAL:
By signing this section, I affiguilty or nolo contendere (n charges under the provision	firm that I have not been charged, found guilty or entered a plea of to contest), regardless of the adjudication, to any of the foregoing s of the Florida Statutes or under any similar statute of another nat I do not have a delinquency record that is similar to any of these
By signing this section, I affiguilty or nolo contendere (n charges under the provision jurisdiction. I also affirm the offenses.	firm that I have not been charged, found guilty or entered a plea of to contest), regardless of the adjudication, to any of the foregoing s of the Florida Statutes or under any similar statute of another nat I do not have a delinquency record that is similar to any of these
By signing this section, I affiguilty or nolo contendere (n charges under the provision jurisdiction. I also affirm the offenses. Applicant's Si By signing this section, I de Disqualifying charges, acts	firm that I have not been charged, found guilty or entered a plea of to contest), regardless of the adjudication, to any of the foregoing s of the Florida Statutes or under any similar statute of another nat I do not have a delinquency record that is similar to any of these granture OR Colored that my record may contain one or more of the foregoing or offences and that the explanation I have provided is complete of the above charges under the provisions of the Florida Statutes or

Updated 12/16/05

BACKGROUND INFORMATION

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NAME:	JOHN	CURTIS		SMITH LAST
Other name	FIRST es you have used in the	MIDDLE past (including maiden	n names and nic	
DATE OF 1	BIRTH: 198 YE/	3 APRIL AR MONTH	25 DAY	
RACE: (PL	EASE CIRCLE)	Black Alaskan Native	White Unknown	Asian
SEX: (PLI	EASE CIRCLE)	Male	Female	
	ECURITY NUMBER_	302 90 685 × 6325	51	
	: P.O. BO NUMBER WEST PALM BI	STREET OH. STATE: FA		APT#
ZIP CODE;	33405		, ,	CREEKE STEEL

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	NHOL	CURTIS	SMITH	
	Please	print complete na	me	

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

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	Sections	393 135	relating to sexual misconduct with certain developmentally disabled clients
		394,4593	relating to sexual misconduct with certain mental Health patients
	Sections		adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
		, , , , , ,	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		702.07	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	
		784.011	killing an unborn child by injury to the mother
		784.021	assault, if the victim of offense was a minor
		784.021 784.03	aggravated assault
		784.045	battery, if the victim of offense was a minor
		787.01	aggravated battery
		787.02	kidnapping
			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
<u> </u>		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
			abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045 Explanation: (Provide details of any items ini	person involved in the offense was sexual misconduct in juvenile justi	dependency of a child to join a criminal gang only if the offense was a felony or if any other a minor ice programs
Description		Dates
guilty or nolo contendere (no charges under the provisions of	contest), regardless of the adjudent the Florida Statutes or under I do not have a delinquency re-	cord that is similar to any of these
Applicant's Sign		-2-700/ Date
	<u>OR</u>	
Disqualifying charges, acts or	the above charges under the pr	one or more of the foregoing on I have provided is complete ovisions of the Florida Statutes or
Applicant's Signati	ıre	Date
	<u> </u>	

Updated 12/16/05

BACKGROUND INFORMATION

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NAME:	2412	いしこ	VAN	シーと	kooi
FIRST		MIDDLE		I	AST
Other names you have use	ed in the past (incl	uding maiden	names and nick	(names):	
R032R7	SUANE	クタンク	R KOO	<u> </u>	
DATE OF BIRTH:	1967	04	20		
	YEAR	MONTH	DAY		
RACE: (PLEASE CIRCL	E) Black		White	Asian	
	Alaska	n Native	Unknown		
SEX: (PLEASE CIRCL)	E) Male	· · · · · · · · · · · · · · · · · · ·	Female		
SOCIAL SECURITY NU	MBER 76	7 44 4	533		
			•		•
ADDRESS: 645	3 34	57	, e		
ADDRESS: 645 NUMBER	STREE	ET		APT#	
CITY: WEST PALM	BEACH STA	TE: 5		· ·	
ZIP CODE: <u>334<i>の</i>す</u>			7	12/13/	760

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	<u> </u>	SHAVE VANDER KOOI
		Please print complete name
whether or not thos Beach County Park	se records have been and Recreation D	existence of any criminal records relating to the following list, regardless of a sealed or expunged. I understand that I am also obligated to notify Palm department of any possible disqualifying offenses that may occur while the County Parks and Recreation Department.
Initial next to all that a	pply and provide a brie	f explanation below:
Sec	tions 393.135	relating to sexual misconduct with certain developmentally disabled clients
	394.4593	relating to sexual misconduct with certain mental Health patients
Sec	tions 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
	741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	killing an unborn child by injury to the mother
1.22	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)
Ci	napter 796	prostitution
	ection 798.02	lewd and lascivious behavior
	hapter 800	lewdness and indecent exposure
	ection 806.01	arson
	hapter 812	felony theft and/or robbery
	ections 817.563	fraudulent sale of controlled substances, if the offense was a felony

person or disabled adult

825.102

825.1025

825.103

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

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

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

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no context), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. OR By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar stature of another jurisdiction. Applicant's Signature Date	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045 Explanation: (Provide details of any items initial contents of the conte	incest child abuse, aggravated child ab contributing to the delinquency negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting anothe drug abuse prevention and contr person involved in the offense v sexual misconduct in juvenile ju itialed above. Attach another sheet if n	or dependency of a child er to join a criminal gang rol only if the offense was a was a minor astice programs	ı felony or if any othe
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Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar stature of another jurisdiction.		<u>OR</u>		
Applicant's Signature Date	Disqualifying charges, acts or and true with regard to any of	offences and that the explana the above charges under the p	tion I have provided is	complete
	Applicant's Signatu	ıre	Date	

Updated 12/16/05



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001313

DATE : 05/31/2007

CONTRACT INFORMATION

Active

GRI163020607523200A

NAME :

GRICE, JAMES

VENDOR CODE:

GRI16302

INSTRUCTOR:

BASKETBALL OFFICIAL

ACCOUNT NUMBER: 0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

BASKETBALL

CONTRACT DATE: 05/31/2007

START DATE :

06/19/2007

END DATE :

08/10/2007

CONTRACT AMOUNT :

2,760.00 REVENUE AMOUNT:

2,760.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

2,760.00 AMOUNT LEFT :

2,760.00

ASSIGNED CATEGORIES:

BASKETBALL OFFICIAL

60.00 GAME

ACCOUNT: 0001-580-5232-3422	
ACCOUNT: 0001-580-5232-3422 YENDOR GODE: CONTRACT:	ACCOUNT: 0001-580-5232-3422 YENDOR CODE: CONTRACT:
	REGREATIONSERVICES

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the <u>31</u> day of <u>May</u>, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>James Grice</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) ___High School/Adult Basketball League Official _program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>June 19, 2007</u> and will meet thereafter with the termination date of this agreement being <u>August 10, 2007</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$170
 per team High School League and \$256.00 per team Adult League. Revenue Account No. 0001 580 5232

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 Two Thousand Seven Hundred Sixty Dollars (\$2,760). 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 \$60.00 per game or enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: High School and Adult Summer Basketball League Official.
- b. Name of class or activity: Westgate High school and Adult Summer Basketball Leagues.
- c. Day(s)/Date(s) Scheduled: <u>High school 6/19, 6/26, 7/3, 7/10, 7/17, 7/24, 7/31 and **Adult Summer** Basketball League 6/21, 6/28, 7/5, 7/12, 7/19, 7/26, 8/2 and 8/9.</u>
- d. Time Scheduled: 6:00 pm 9:00 pm.
- e. Location: Westgate Park and Recreation Center Gymnasium
- f. A minimum of <u>80</u> and a maximum of <u>168</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. Independent Contractor Status: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. 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. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. <u>Subcontracting</u>: The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

- a. CONTRACTOR agrees to:
- Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with <u>5</u> days notice of all schedule conflicts/changes.
- CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

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

11.	County Representative:	ine	County Representative for this CONTRACT	S
	l ee Powell P	ы.	561_604_5455	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: James Graice

CONTRACTOR'S Address: 602 S-W, 4th Str. Delray Bch.Fl.33444.

CONTRACTOR'S Phone No. (561) 542-5956

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
SIGNATURE	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
SIGNATURE B. TOWER	- SIGNATURE
Lee B. Powell NAME (TYPE OR PRINT)	Tames Grice Wiredor of Officials - NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ONCE ONLY
COUNTY ATTORNEY



Westgate Park and Recreation Center High school and Adult Summer Basketball Leagues

Basketball Officials Expenditure Report

High school Basketball League:

6 Team League

- (6) Weeks x (3) games a night = 18 games
- (18) Games x \$60 a game = **\$1,080.00**

<u>Tournament:</u>

(5) Games x \$60 a game = **\$300.00**

Total: <u>\$1,380.00</u>

Adult Summer Basketball League:

6 Team League

- (7) Weeks x 3 games a night = 21 games
- (21) Games x \$60.00 a game = **\$1,260.00**

Tournament:

(2) Games x \$60.00 per-game = **\$120.00**

Total: \$1,380.00

E CONTRACTOR

PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Prov	ider/Sports Official	FEI/Social Security Number
Which service(s) are you i	nterested in providing? Oppicial	D For youth + Aduli
Basketbull League		•
List prior work experience	e in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). 8/26/06	west Boynton Recreation	Center Garrett Pearse
until 10/01/06		
Scope of Work		Contact #
Provide + Superu	ico Occiciola	(561) 355-1125
Provide + Superv	ico Oppiciols	(561) 355-1125
Provide + Superv	ico Opericials	(561) 355-1125
Provide + Superv	ico Opericials	(561) 355-1125
Dates	Agency/Company	(561) 355-1125 Representative
Dates	Agency/Company	
<u>Dates</u> (B).	Agency/Company V.m.C.A. of Bocq Rodon	Representative Jason Stelmack
Dates	Agency/Company	Representative Jason Stelmack
<u>Dates</u> (B).	Agency/Company V.m.C.A. of Bocq Rodon	Representative Jason Stelmack
<u>Dates</u> (B).	Agency/Company V.m.C.A. of Bocq Rodon	Representative Jason Stelmack

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).	On Our Own Sports 7	nc. Treementy
Scope of Work		Contact #
Provido + Supervise	South and Adult Lecrones	Tournaments Ocaricia
Specials Fronts	south and Adult Leagues,	15/11452-8
Special prints.		<u> </u>
<u>Dates</u> 1	/education you have completed rele	Location/Instructor
<u>Dates</u> 1	License/certification/education	Location/Instructor
<u>Dates</u> 1		Location/Instructor
<u>Dates</u> 1	License/certification/education	Location/Instructor
<u>Dates</u> 1	License/certification/education	Location/Instructor
<u>Dates</u> 1	License/certification/education	Location/Instructor
<u>Dates</u> 25 yrs. op expice of Fl. Sports Foundation	License/certification/education License/certification/education	Location/Instructor F.R.P. A. Opereiciae
Dates Z5 yrs. op expice of Fl. Sports Faundation Are you or any of your emple	License/certification/education License/certification/education	Location/Instructor F.R.P. A. Opereiciae

, N. J. L. C.

BACKGROUND INFORMATION

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

NAME: Jame	25	Freddie	· •	Grice
FIRS	Γ	MIDDLE		LAST
Other names you hav		ncluding maider	names and nic	eknames):
DATE OF BIRTH:_	49	8 MONTH	IG DAY	
	YĔAR	MONTH	DAY	
RACE: (PLEASE CI	RCLE) Bla	ck	White	Asian
	Ala	skan Native	Unknown	
SEX: (PLEASE CI	RCLE) <u>Ma</u>	<u>le</u>)	Female	
SOCIAL SECURITY	NUMBER 26	4-98-753	34	
ADDRESS: 60	Z S.W.HTh	Street		
	•			APT#
CITY: Welray 1	3ch. s	STATE: <i>F1,</i>	· · · · · · · · · · · · · · · · · · ·	विश्व
ZIP CODE: 3344	4		• • • • • • • • • • • • • • • • • • •	F 35 70 7 1

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:	James Fredie Grice	
- a i Bioliti i	- Granco 11 series direct	
•	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.

Section	s 415.11 741.28	adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence
	782.04	murder
	782.07	·-
4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	702.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
100	782.071	vehicular homicide
	782.09	
	784.011	killing an unborn child by injury to the mother
	784.021	assault, if the victim of offense was a minor
	784.021	aggravated assault
	784.03 784.045	battery, if the victim of offense was a minor
	78 7 .043 787.01	aggravated battery
	787.01 787.02	kidnapping
		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
Sections	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		possessing an electric weapon or device, destructive device, or other weapon on school
	(20)	property
•	794.011	sexual battery
Former	72 1.011	Schuld Dattery
Section	794.041	prohibited gate of persons in familial an annual title at
Chapter		prohibited acts of persons in familial or custodial authority prostitution
Section	798,02	lewd and lascivious behavior
Chapter		
Section		lewdness and indecent exposure
Chapter		arson
	817.563	felony theft and/or robbery
Sections		fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
	826.04	incest
	827.03	child abuse, aggravated child abuse, or neglect of a child

Page 1 of 2

827.04 827.05 827.07 843.01 Chapter 847 Section 874.05 Chapter 893 Section 985.40 Explanation: (Provide details of an	negligent treatment of chi sexual performance by a cresisting arrest with viole obscene literature (1) encouraging or recruiting drug abuse prevention an involved in the offense w sexual misconduct in juve	child ance another to join a criminal gang i control only if the offense was as a minor chile justice programs	
Description	,	<u>Dates</u>	*
	······································		
		•	
guilty or nolo contender charges under the provi	I affirm that I have not been to contest, regardless of the Florida Statute to that I do not have a delimination.	on charged, found guilty of the adjudication, to any sor under any similar sta	of the foregoing tute of another
Applicant	Signature	05/10/0	Date
	<u>OR</u>		
disqualifying charges, and true with regard to	I declare that my record macts or offences and that the any of the above charges use of another jurisdiction.	e explanation I have provi	ided is complete
Applicant	's Signatur e		Date
		<u></u>	