

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) 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:


Department Director

6/15/07
Date

Approved by:


Assistant County Administrator

6/26/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>8,060</u>	<u>6,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(6,416)</u>	<u>(8,571)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>1,644</u>	<u>(2,571)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

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

	Contractor	FY2007		FY2008	
		Revenue	Expense	Revenue	Expense
A	Glass Productions	0	1,500		
B	Nicole Rosen	4,286	3,000	8,571	6,000
C	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

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

Jim Owl 6-20-07
 OFMB
 msg CN 6/19/07
 6/19/07

Jim J. Jacobs 6/21/07
 Contract Development and Control
 E. Jones 6/21/07

B. Legal Sufficiency:

Anne Helgard 6/25/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RECREATION SERVICES

ACCOUNT: 0001-680-8243-98-3421	VENDOR CODE: GLAS0017	CONTRACT:
MC: AH	PS: W	CC: [Signature]
CA: A.P.H.	DD: [Signature]	

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 14 day of May, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Glass Productions Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. Term: The class, activity or service will begin on June 2, 2007 and will meet thereafter with the termination date of this agreement being June 3, 2007.

2. Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): NA per NA Revenue Account No. NA

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 one thousand and five hundred 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 Details:

a. Type of service/instructor: Staff Training

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

e. Location: CMAA Therapeutic Recreation Complex

f. 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.

received 5/8/07 [Signature]

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

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

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

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

Adrienne Huisman PH: 966-7054.

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Randall Glass, President Glass Productions, Inc.

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

CONTRACTOR'S Phone No. (561) 204-4980

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kathleen Bolander
SIGNATURE

Kathleen Bolander
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Randall H. Glass
SIGNATURE

Randall Glass Vice President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Helgent
COUNTY ATTORNEY

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
7/21/2006

PRODUCER
EATON INSURANCE
7667B LAKE WORTH ROAD
LAKE WORTH, FL 33467
561-966-1848

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.

INSURED
GLASS PRODUCTIONS
RANDALL & ARINEE GLAS
P.O. BOX 18288
WPB, FL 33416

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: SCOTTSDALE INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADPT. LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS1145056	06/27/06	06/27/07	EACH OCCURRENCE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MFD EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISIONS WITH EXECUTIVE OFFICER/OWNER EXCLUDED If yes, describe under SPECIAL PROVISIONS below				WC/STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ENTERTAINERS

CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMM
2700 GTH AVE S
LAKE WORTH, FL 33461
FAX#963-6790

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Josquin M...

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: J. Arnee Glass
FIRST MIDDLE LAST

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

Jessica Green, ~~Arnee~~

DATE OF BIRTH: 69 8 25
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male **Female**

SOCIAL SECURITY NUMBER 183 58 66 51

ADDRESS: 14279 43rd Rd N 1
NUMBER STREET APT#

CITY: Coxahatchee STATE: FL

ZIP CODE: 33476

ENTERED
5/8/07



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

**SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Arnell Glass

183-58-6651

Name of Recreation Service Provider/Sports Official

FEI/Social Security Number

1. Which service(s) are you interested in providing? Training & Performance

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) Since May 2002	Four Seasons	Cindy Racco 5827800

<u>Scope of Work</u>	<u>Contact #</u>
Kids Activities	
Team Building	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) Since 1998	PBC Rec After School	Kathy Bolander

<u>Scope of Work</u>	<u>Contact #</u>
Various Events & Rec Activities	966-6628

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
1986-1990	Union University - BA degree	

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

Yes No

If yes, give name and relationship.

BACKGROUND INFORMATION

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

NAME Randall Hassel Glass
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1967 July 29
YEAR MONTH DAY

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

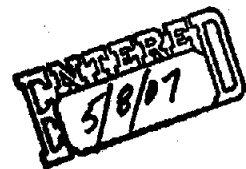
SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 412 19-2925

ADDRESS: P O Box 18288
NUMBER STREET APT#

CITY: WPB STATE: FL

ZIP CODE: 33416





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Randall Glass
 Name of Recreation Service Provider/Sports Official

412-19-2925
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Training + Performance

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>Since May 2002</u>	<u>Four Seasons</u>	<u>Cindy Rocco</u> <u>582 2800</u>

<u>Scope of Work</u>	<u>Contact #</u>
PBC Rec. After <u>Activities for kids</u> <u>Team Building for Adults</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>Since 1998</u>	<u>PBC Rec. After-School</u> <u>Consultant</u>	<u>Kathy Bolander</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>various events + recreational activities</u>	<u>966 6628</u>

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

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
1986-1990	Union University	BA degree

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

Yes No

If yes, give name and relationship.

Attn: 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: GERALD J. CHAPP
FIRST MIDDLE LAST
(Jerry)

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

DATE OF BIRTH: 38 10 28
YEAR MONTH DAY

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

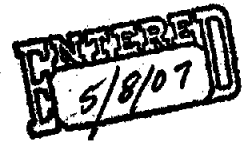
SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 294-32-1016

ADDRESS: 500 SOUTH LUNA CT. #5
NUMBER STREET APT#

CITY: HOLLYWOOD STATE FLORIDA

ZIP CODE 33021



**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:

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

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

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

Description

Dates

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

INITIAL:

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

Gerald S. Clapp
Applicant's Signature

May 1, 2007
Date

OR

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

Applicant's Signature

Date

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Randall N. 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:

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

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

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

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

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

INITIAL:

RUC

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

Randall H. Blum
Applicant's Signature

4/26/07
Date

OR

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

Applicant's Signature

Date

**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: 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.

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

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

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_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

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

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

INITIAL: JAB

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

J Annelise Hens
Applicant's Signature

4-26-07

Date

OR

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

Applicant's Signature

Date



Palm Beach County
Parks and Recreation Dept.

DATE : 05/23/2007

Contract Tracking System 0000001311

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

AQUATICS

ACCOUNT: 0001-580-5254-3422

VENDOR CODE

CONTRACT

MCMB3706/PS A.W.USH/CC

CA 0.00

DD: DHI

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

This Agreement is made as of the 22nd day of May, 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 and CONTRACTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on June 4th, 2007 and will meet thereafter with the termination date of this agreement being June 4th, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$12.00 per class Revenue Account No. 0001-580-5254-09-4721
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of 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 bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Zumba Instructor
 - b. Name of class or activity: Zumba
 - c. Day(s)/Date(s) Scheduled: Tuesdays and Thursdays
 - 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.

received
5/15/07

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.
 4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Marisa Bennett (Facility Manager I)

PH: 561-274-1140 Ext. 204

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

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

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

PRODUCER Phone: (800) 395-8075 Fax: (858) 519-0822
FITNESS AND WELLNESS
 390 STEVENS AVENUE, SUITE 206
 SOLANA BEACH CA 92075

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
NICOLE ROSEN
 5877 BARTRAM STREET
 BOCA RATON FL 33433

INSURER A: **Zurich American Insurance Company**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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


INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EOL9012327-02	08/29/06	08/29/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG \$ 3,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYEE	\$	E.L. DISEASE-POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE-EA EMPLOYEE	\$													
E.L. DISEASE-POLICY LIMIT	\$													
		OTHER:												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 It is understood and agreed that the following entity is added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.
 Additional Insured Endorsement is Effective: 04/11/07

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners
 Parks and Recreation Dept
 11200 Park Access Rd
 Boca Raton FL 33498
 Attention:

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

 Jeffrey E. Frick, CEO

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

Nicole Rosen
Name of Recreation Service Provider/Sports Official

066-76-7180
FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
<u>(A) Boca Raton Community center</u>	<u>SAT Mornings 10-11</u>	<u>Julia Pinko220</u>
<u>Sept 30 - Present</u>		<u>(561) 367-7881</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Valencia Palms</u>	<u>Marglin</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
<u>(B) JCC Heron Lakes Family Center</u>	<u>Tuesday's 630-730</u>	<u>Risa Dematu</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>JCC Quiet Waters</u>	<u>Sharon Schwartz</u>
<u>Monday's 3-4:30</u>	<u>954-792-6700 x 32</u>

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

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
See Attached		

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

? Yes ? No

If yes, give name and relationship.



ZUMBA®

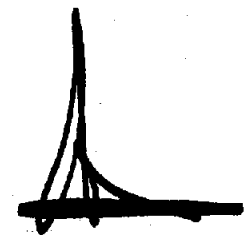
FITNESS

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

N. Rosen

Instructor signature

Linda D. Pfeffer

Linda D. Pfeffer, President

CI# 506000

Valid thru 09/23/2008

American Heart
Association



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

09/23/2008

Recommended Renewal Date

BACKGROUND INFORMATION

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

NAME: Nicole Alissa Rosen
FIRST MIDDLE LAST

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

Nicole Block

DATE OF BIRTH: 1975 8 6
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 066-76-7180

ADDRESS: 5877 Bartram St.
NUMBER STREET

CITY: Boca Raton STATE: FL

APT#
ENTERED
4/17/07

ZIP CODE: 33433



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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters(Legal Name) of Company: Nicole Rosen
 (Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: _____
 (List your D/B/A or fictitious name only if applicable.)

Organization Type: Individual Company

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number? 066-76-7180

1. Please list below your Headquarters address information: _____

Address: 5877 Bartram St.

City: Boca Raton, FL State/Province: FL

Zip/Postal Code: 33433 Country: USA

Main Phone Number: 954-471-6425

Contact Name: _____ E-mail Address: Zumbanic@aol.com
 (E-mail Address may be used for Orders/Contracts)

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____
City: _____ State/Province: _____
Zip/Postal Code: _____ Country: _____
Main Phone Number: _____
Contact Name: _____ E-mail Address: _____
(E-mail Address may be used for Orders/Contracts)
Contact Phone Number: _____ Alternate Phone Number: _____
Contact Fax Number: _____ Alternate Fax Number: _____

4. Licenses and Certifications:

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

List Others: Type: _____ Number: _____
Type: _____ Number: _____

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

Name: _____ Position/Title: _____
Name: _____ Position/Title: _____

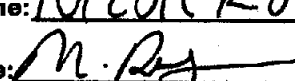
6. List Company Officials:

Name: _____ Position/Title: _____
Name: _____ Position/Title: _____
Name: _____ Position/Title: _____

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

For more information, please contact the Palm Beach County Office of Small/Minority/Women Business Assistance at (561) 616-6840

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

Print Name: Nicole Rosen Title: _____
Signature:  Date: 3/21/07

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

**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: Nicole Rose A
Please print complete name

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

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

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

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

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

Description

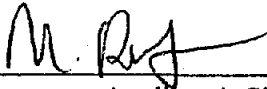
Dates

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

INITIAL:

WR

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



Applicant's Signature

5/10/07

Date

OR

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

Applicant's Signature

Date



Palm Beach County
Parks and Recreation Dept.

DATE : 05/30/2007

Contract Tracking System 0000001312

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

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

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

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

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

Carlos Morales PH: 561-694-5455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Accellearn LLC,

CONTRACTOR'S Address: 7711 N Military Trail Palm Beach Gardens, FL 33410.

CONTRACTOR'S Phone No. Wk# (561) 630-6549.

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

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

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

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

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

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

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

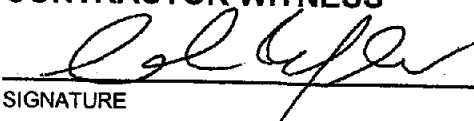
IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

CONTRACTOR WITNESS




SIGNATURE

Carlos Morales

NAME (TYPE OR PRINT)

PALM BEACH COUNTY



DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR



SIGNATURE

R SWANE VANDER KOOI, DIRECTOR.

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



COUNTY ATTORNEY

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
12-01-2006

PRODUCER
 INTERMARKET INS AGENCY, INC/PHS
 127245 P: (866)467-8730 F: (800)308-5459
 4401 MIDDLE SETTLEMENT RD
 NEW HARTFORD NY 13413

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

INSURERS AFFORDING COVERAGE

INSURED
 ACCELLEARN LLC DBA CTW
 7711 N MILITARY TRL
 PALM BEACH GARDENS FL 33410

INSURER A: Hartford Casualty Ins Co
 INSURER B: Twin City Fire Ins Co
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liab	12 SBM UA3936	01/17/07	01/17/08	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/DP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	12 SBM UA3936	01/17/07	01/17/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	12 WEC PT2804	01/17/07	01/17/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate holder is also an Additional Insured per the Business Liability Coverage Form SS0008.

CERTIFICATE HOLDER **ADDITIONAL INSURED**; **INSURER LETTER:** A

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
 PARK&RECREATION DEPT.
 2700 6th Ave. S.
 Lake Worth, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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: Ashley Elizabeth Hall
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1987 June 29th
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 591-06-8641

ADDRESS: 6374 Old Medinah Circle
NUMBER STREET APT#

CITY: Lake Worth STATE: FL

ZIP CODE: 33463

ENTERED
5/24/07

**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: Ashley Elizabeth 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:

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

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

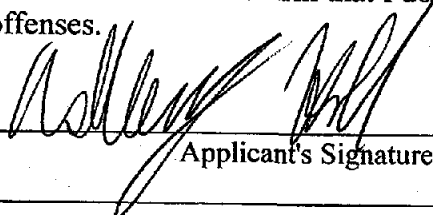
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

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

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

INITIAL: AEH

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


3/13/07

 Applicant's Signature Date

OR

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

 Applicant's Signature Date

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: Elizabeth Ann Miller
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1988 01 02
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 395-02-2354

ADDRESS: 2319 Green St.
NUMBER STREET APT#

CITY: Racine STATE: WI

ZIP CODE: 53402



**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:

Elizabeth Ann Miller

Please print complete name

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

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

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

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

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

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

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

INITIAL:

EM

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

Richard Kuler
Applicant's Signature

3/13/07
Date

OR

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

Applicant's Signature

Date

BACKGROUND INFORMATION

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

NAME: Jill E Ellenson
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1983 03 07
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 397 90 1974

ADDRESS: 616 Clearwater Park Rd 1012
NUMBER STREET APT#

CITY: West Palm Bch STATE: FL

ZIP CODE: 33401

ENTERED
5/24/07

**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: Jill Elizabeth Elenson
Please print complete name

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

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

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

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

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

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

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

INITIAL:

JB

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



 Applicant's Signature

3/15/07

 Date

OR

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

Applicant's Signature

Date

BACKGROUND INFORMATION

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

NAME: JOHN CURTIS SMITH
FIRST MIDDLE LAST

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

DATE OF BIRTH: 1983 APRIL 25
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 302 90 6851

ADDRESS: P.O. BOX 6325
NUMBER STREET APT#

CITY: WEST PALM BCH. STATE: FL

ZIP CODE: 33405



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:

JOHN CURTIS SMITH

Please print complete name

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

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

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

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

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

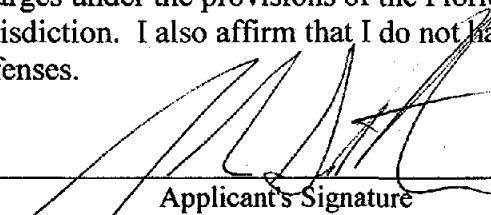
<u>Description</u>	<u>Dates</u>

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

INITIAL:

JCS

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



 Applicant's Signature

 3-2-2007
 Date

OR

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

 Applicant's Signature

 Date

BACKGROUND INFORMATION

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

NAME: R SHANE VANDER KOOI
FIRST MIDDLE LAST

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

ROBERT SHANE VANDER KOOI

DATE OF BIRTH: 1967 04 20
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 767 44 4533

ADDRESS: 645 36 ST.
NUMBER STREET APT#

CITY: WEST PALM BEACH STATE: FL

ZIP CODE: 33407



**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: R. SHANE VANDER KOOI
Please print complete name

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

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

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

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

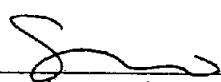
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

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

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

INITIAL: S.

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



 Applicant's Signature

5/23/07

 Date

OR

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

 Applicant's Signature

 Date



Palm Beach County
Parks and Recreation Dept.

DATE : 05/31/2007

Contract Tracking System 0000001313

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

RECREATION SERVICES				
ACCOUNT: 0001-580-5232-3422	VENDOR CODE: <u>GR116302</u>		CONTRACT:	
MC: <u>JH</u>	PS: <u>1</u>	CC: <u>JG</u>	CA: <u>QV</u>	DD: <u>J</u>

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

This Agreement is made as of the 31 day of May, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and James Grice, 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. **Term:** The class, activity or service will begin on June 19, 2007 and will meet thereafter with the termination date of this agreement being August 10, 2007.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$170 per team High School League and \$256.00 per team Adult League. Revenue Account No. 0001 580 5232 4221
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 % of the paid 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: 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.
 - d. Time Scheduled: 6:00 pm - 9:00 pm.
 - e. Location: Westgate Park and Recreation Center Gymnasium
 - f. A minimum of 80 and a maximum of 168 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.

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

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:
Lee Powell PH: 561-694-5455
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Special Facilities & Beaches
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461
- and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: James Grice
CONTRACTOR'S Address: 602 S.W. 4th St. Ft. Lauderdale, FL 33444
CONTRACTOR'S Phone No. (561) 542-5956
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

L. B. Powell

SIGNATURE

Lee B. Powell

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]

DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

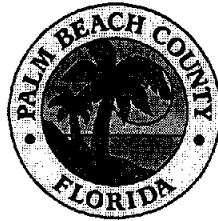
James Grice

SIGNATURE

James Grice Director of Officials

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
[Signature]
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**

Tournament:

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

Total: \$1,380.00

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



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

James
Freddie Grice
Name of Recreation Service Provider/Sports Official

264 - 98 - 7534
FEI/Social Security Number

1. Which service(s) are you interested in providing? Officials for youth + Adult
Basketball League

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>8/26/06</u> <u>until 10/01/06</u>	<u>West Boynton Recreation Center</u>	<u>Garrett Pearson</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Provide + Supervise Officials</u>	<u>(561) 355-1125</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). <u>11/27/06</u> <u>until 05/04/07</u>	<u>Y.M.C.A. of Boca Raton</u> <u>Peter Blum Family Center</u>	<u>Jason Stelmackey</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Provide + Supervise Officials</u>	<u>(561) 237-0941</u>

(C) Dates Agency/Company Representative
On Our Own Sports Inc. Treemendoza

Scope of Work Contact #
Provide + Supervise youth and Adult Leagues, Tournaments, Officials and
Special Events. (561) 450-8171

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

Dates License/certification/education Location/Instructor
25 yrs. of experience. High School Official, F.I.R.A. Official and
Fl. Sports Foundation Official

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

Yes No

If yes, give name and relationship.

BACKGROUND INFORMATION

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

NAME: James Freddie Grice
FIRST MIDDLE LAST

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

Coach Grice

DATE OF BIRTH: 49 8 16
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER 264-98-7534

ADDRESS: 602 S.W. 4th Street
NUMBER STREET APT#

CITY: Delray Bch. STATE: Fl.

ZIP CODE: 33444



**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:

James Freddie Grice

Please print complete name

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

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

- | | | | |
|-------|----------|-------------|---|
| _____ | Sections | 415.11 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| _____ | | 741.28 | domestic violence |
| _____ | | 782.04 | murder |
| _____ | | 782.07 | manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child |
| _____ | | 782.071 | vehicular homicide |
| _____ | | 782.09 | killing an unborn child by injury to the mother |
| _____ | | 784.011 | assault, if the victim of offense was a minor |
| _____ | | 784.021 | aggravated assault |
| _____ | | 784.03 | battery, if the victim of offense was a minor |
| _____ | | 784.045 | aggravated battery |
| _____ | | 787.01 | kidnapping |
| _____ | | 787.02 | false imprisonment |
| _____ | | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| _____ | | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person |
| _____ | Sections | 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 |
| _____ | Former | | |
| _____ | Section | 794.041 | prohibited acts of persons in familial or custodial authority |
| _____ | Chapter | 796 | prostitution |
| _____ | Section | 798.02 | lewd and lascivious behavior |
| _____ | Chapter | 800 | lewdness and indecent exposure |
| _____ | Section | 806.01 | arson |
| _____ | Chapter | 812 | felony theft and/or robbery |
| _____ | Sections | 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ | | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ | | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _____ | | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |
| _____ | | 826.04 | incest |
| _____ | | 827.03 | child abuse, aggravated child abuse, or neglect of a child |

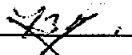
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____ Chapter	847	obscene literature
_____ Section	874.05(1)	encouraging or recruiting another to join a criminal gang
_____ Chapter	893	drug abuse prevention and control only if the offense was felony or if any other person involved in the offense was a minor
_____ Section	985.4045	sexual misconduct in juvenile justice programs

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

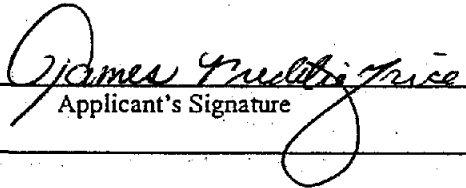
<u>Description</u>	<u>Dates</u>

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

INITIAL:



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



 05/10/07

 Date

OR

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

Applicant's Signature

 Date