

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 4, 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 Agreement received during the month of October.

A) Arleda Brown, Fitness Instructor, West Jupiter Recreation Center.  
(BROWNA1139061107523300A).

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreement has 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 is now being submitted to the Board to receive and file. Countywide (AH)

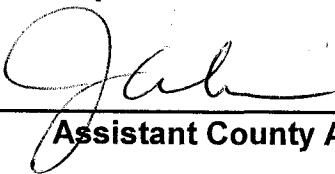
**Background and Justification:** A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted 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 Agreement attached has 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 is now being submitted to the Board to receive and file.

**Attachment:** Independent Contractor Agreement

Recommended by:   
Department Director

11/1/07  
Date

Approved by:   
Assistant County Administrator

11/4/07  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>280</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>196</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>84</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5233  
 Object 3422/Revenue Source 4721 Program N/A

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

**C. Departmental Fiscal Review:** Chopelakis

**III. REVIEW COMMENTS**

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

[Signature] 11-7-07  
 OFMB  
 CN 11/5/07

[Signature] 11/8/07  
 Contract Development and Control

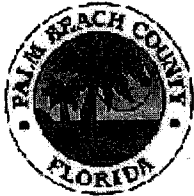
**B. Legal Sufficiency:**

Anne Delmont 11-13-07  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



Palm Beach County  
Parks and Recreation Dept.

DATE : 10/22/2007

Contract Tracking System 0000001337

**CONTRACT INFORMATION**  
Active

**BROWNA1139061107523300A**

Certificate of Insurance

NAME : BROWN, ARLEDA  
VENDOR CODE: BROWNA113906  
INSTRUCTOR: FITNESS INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5233-00-3422  
LOCATION: WEST JUPITER RECREATION CENTER  
PROGRAM: FITNESS PROGRAM

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CONTRACT DATE : 10/19/2007  
START DATE : 11/01/2007  
END DATE : 12/21/2007

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CONTRACT AMOUNT :	280.00	REVENUE AMOUNT:	280.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	280.00	AMOUNT LEFT :	280.00

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**ASSIGNED CATEGORIES:**

FITNESS CLASS                      280.00 FLAT FEE

RECREATION SERVICES			
ACCOUNT: 0001-580-5233-3422	VENDOR CODE: VC-113906	CONTRACT:	
MC: <i>afcc</i>	PS: <i>afcc</i>	CC: <i>211</i>	CA: <i>Q.7</i>
			DD: <i>(initials)</i>

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

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

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Fitness Class 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 November 1, 2007, and will meet thereafter with the termination date of this agreement being December 21, 2007.

2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$2.00 per class. Revenue Account No. 0001-580-5233-4721-09.

3. **Payments To Contractor:**

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Two Hundred Eighty Dollars (\$ 280.00). 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 \$ 280.00 or \_\_\_\_\_% of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: Fitness
- b. Name of class or activity: Active Adult Class
- c. Day(s)/Date(s) Scheduled: Thursday 11/1/07 - 12/20/07
- d. Time Scheduled: 10:00 am - 11:00 am
- e. Location: West Jupiter Recreation Center

f. A minimum of 8 and a maximum of 20 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**  
10/10/07

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:

Raymond Johnson

PH: 561-747-3455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Arleda J Brown

CONTRACTOR'S Address: 609 Douglas Drive, Jupiter Florida 33458

CONTRACTOR'S Phone No. 561-746-2658

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

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
\_\_\_\_\_  
SIGNATURE  
*Nancy Beale*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Les Coe*  
\_\_\_\_\_  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR  
\_\_\_\_\_  
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

**CONTRACTOR WITNESS**

*Raymond Johnson*  
\_\_\_\_\_  
SIGNATURE  
*Raymond Johnson*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

*Arledee Brown*  
\_\_\_\_\_  
SIGNATURE  
*Aerobic instructor/Personal Trainer*  
\_\_\_\_\_  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*Anne Delmont*  
\_\_\_\_\_  
COUNTY ATTORNEY

## SCOPE OF WORK

My name is Arleda Brown and I am a personal trainer and group fitness instructor. For twenty years I have been teaching in the Jupiter/Tequesta area. I teach a variety of classes: group exercise, yoga, pilates, hi-lo impact aerobics, boxing, step aerobics, and spin. My speciality is in the forty and older student but I do teach all ages. I also take classes to keep myself up to date in the fitness industry.

*Arleda J Brown*

9-11-07







Together, we can save a life

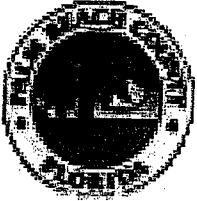
This recognizes that  
*Arleda*  
**ARIEDA BROWN**  
 has completed the requirements for  
**ADULT, INFANT AND CHILD CPR**  
 conducted by  
**FBI**  
 Date completed **04/20/2006**  
 The American Red Cross recognizes this certificate  
 as valid for **1** year(s) from completion date.

 **resist-a-ball**  
**CERTIFIED RESISTA-BALL INSTRUCTOR**

**CORE LEVEL 1**  
**ARIEDA BROWN**  
**INSTRUCTOR# US3FE9**

 **AEROBICS and FITNESS ASSOCIATION of AMERICA**  
 This is to certify that  
**ARLEDA BROWN**  
 has achieved AFAA's  
**Personal Trainer Certification**  
 Instructor signature *Linda D. Pfeffer*  
 Linda D. Pfeffer, President  
 CI# 746-4 **Valid thru 10/20/2008**

 **AEROBICS and FITNESS ASSOCIATION of AMERICA**  
 This is to certify that  
**ARLEDA BROWN**  
 has achieved AFAA's  
**Group Exercise Instructor Certification**  
 Instructor signature *Linda D. Pfeffer*  
 Linda D. Pfeffer, President  
 CI# 948512 **Valid thru 10/20/2008**



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

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

Arlenda J. Brown  
 Name of Recreation Service Provider/Sports Official

263 - 86 - 6685  
 FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>June 1993 - present</u>	<u>Jupiter Fitness</u>	<u>SHARON Raymond</u>
<u>1999 - 2004</u>	<u>Solds Cym</u>	
<u>1994 - 2000</u>	<u>Jupiter Island Club</u>	

Scope of Work Contact #  
ATTACHED

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

Scope of Work Contact #

(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
10-20-2008	AFFA	Group Fitness / FL
10-20 2008	AFFA	Personal Trainer / FL
10- 2008	Silver Sneakers	Marybeth Murdock / FL
10- 2006	Resist-A-Ball	Patricia Wilson / FL

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.

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**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 9/21/2007

PRODUCER (818)225-6200 FAX: (818)225-6210  
 Venbrook  
 22801 Ventura Boulevard  
 Third Floor  
 Woodland Hills CA 91364-5815

INSURED  
 Arleda Brown  
 609 Douglas Drive  
 Jupiter FL 33458

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	NAIC #
INSURER A: Star 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 ADD'L 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 <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL0320186 GL0377410	7/1/2007	7/1/2008	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/C PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 \*10 Days Notice of Cancellation for Non-payment of Premium, 30 Days All Others\*  
 Certificate Holder is named as Additional Insured as their interest may appear in the operations of the Named Insured.

<p><b>CERTIFICATE HOLDER</b></p> <p>PALM BEACH COUNTY BOARD                  OF COMMISSIONERS USFA 2144                  2700 6TH AVENUE S                  LAKE WORTH, FL 33461</p>	<p><b>CANCELLATION</b></p> <p>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.</p> <p>AUTHORIZED REPRESENTATIVE                  Glynne Simpson/EBR <i>Glynne Simpson</i></p>
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## 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: Arleda Jean Brown  
FIRST MIDDLE LAST

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

Summers

DATE OF BIRTH: 1949 3 7  
YEAR MONTH DAY

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

SEX: (PLEASE CIRCLE)      Male       Female

SOCIAL SECURITY NUMBER 263-86-6685

ADDRESS: 609 Douglas Drive  
NUMBER STREET APT#

CITY: Jupiter STATE: FL

ZIP CODE: 33458





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: Arleda J Brown  
(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? 263-86-6685

1. Please list below your Headquarters address information: \_\_\_\_\_

Address: 609 Douglas Drive

City: Jupiter State/Province: FLORIDA

Zip/Postal Code: 33458 Country: US

Main Phone Number: 561-746-2658

Contact Name: Lloyd P. Brown E-mail Address: dovette@msk.com  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-758-7723 Alternate Phone Number: 561-746-2658

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: Arlena J. Brown Title: Aerobic Instructor/Personal Trainer

Signature: *Arlena J. Brown* Date: 9-11-07

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: Arleda J. Brown  
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

**ATB**

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.

*Arvidas Braza*

Applicant's Signature

9-11-07

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