

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 5, 2008

☒ 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 January.

A) Lauren Brown, Water Aerobics, Therapeutic Recreation Complex (BROW11205801085204C);

B) Alexis Cardona, Martial Arts, Therapeutic Recreation Complex (CARD003601085204B).

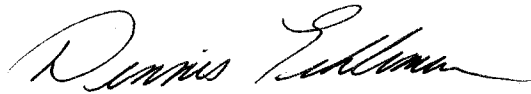
**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. District 3 (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 Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

**Attachments:** Independent Contractor Agreements (2)

Recommended by:

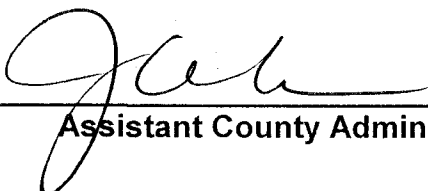


Department Director

Date

1/14/08

Approved by:



Assistant County Administrator

Date

1/17/08

## 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>3,940</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(3,571)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
 NET FISCAL IMPACT	 <u>369</u>	 <u>-0-</u>	 <u>-0-</u>	 <u>-0-</u>	 <u>-0-</u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

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

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

	Contractor	Revenue	Expense
A	Lauren Brown	\$0	\$1,440
B	Alexis Cardona	\$3,571	\$2,500
	Total	\$3,571	\$3,940

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

Jim Dowl 1-18-08  
OFMB SS 1/14/08 SA 1/14/08 CN 1/16/08

Irwin L. Jacobowitz/Ed. 1/16/08  
Contract Development and Control

### B. Legal Sufficiency:

This item complies with current  
County policies.

Anne Delgant 1/16/08  
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 : 01/02/2008

Contract Tracking System 0000001338

**CONTRACT INFORMATION**  
Active

BROW11205801085204 C

NAME : BROWN, LAUREN  
VENDOR CODE: BROW112058  
INSTRUCTOR: WATER AEROBICS  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION CENTER  
PROGRAM: WATER AEROBICS

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CONTRACT DATE : 12/28/2007  
START DATE : 01/02/2008  
END DATE : 09/30/2008

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CONTRACT AMOUNT :	1,440.00	REVENUE AMOUNT:	1,440.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	1,440.00	AMOUNT LEFT :	1,440.00

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ASSIGNED CATEGORIES:

SENIOR WATER AEROBICS 40.00 CLASS

RECREATION SERVICES				
ACCOUNT: 0001 580 5204 3422		VENDOR CODE: VC00001/2058		CONTRACT:
MC: <u>SS</u>	PS:	CC: <u>R</u>	CA: <u>C.N.</u>	DD: <u>DM</u>

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

This Agreement is made as of the 28 day of Dec, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Lauren Brown, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Senior Water Aerobics 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 January 2, 2008 and will meet thereafter with the termination date of this agreement being September 30, 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): 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 four hundred forty Dollars (\$ 1,440.00). 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 \$ 40.00 per class or        % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Lauren Brown
  - b. Name of class or activity: Senior Water Aerobics
  - c. Day(s)/Date(s) Scheduled: Monday's - Thursday's
  - d. Time Scheduled: 10:00am - 11:00am
  - e. Location: Therapeutic Recreation Complex Gleneagles Aquatic Center
  - f. A minimum of 8 and a maximum of 12 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**  
12/19/07

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   7   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:

Jason Wong

PH: (561) 966-7083

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: Lauren Brown

CONTRACTOR'S Address: 7909 Venture Center Way # 9108 Boynton Beach, FL 33437

CONTRACTOR'S Phone No. (561) 598-9014

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

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.

4

**Scope of Services**  
**Water Aerobics**  
**Lauren Brown**

Water Aerobics classes will be conducted by a trained professional who is also a Certified Therapeutic Recreation Specialist. The classes will be conducted under the supervision of a qualified certified American Red Cross Lifeguard at the Palm Beach County Therapeutic Recreation Center Aquatic Facility. Instructor will be in the water with the students.

Skills to be taught include, but are not limited to: mobility, balance, coordination, rhythmic breathing, and personal water safety. Instruction will be based on each individual's ability.

Equipment to be used during instruction includes Coast Guard approved personal floatation devices, kickboards, goggles, and buoyant aquatic equipment.





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 373-88-1629

Full Name (print) Lauren Brown Sex F Race White/Native  
America

Date of Birth 12/18/1980 Driver's License No. BL50-530-80-9580

Address 7909 Venture Center Way Apt. 9108

City Boynton Beach State FL Zip 33437

I, Lauren Brown, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

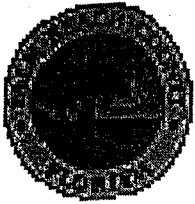
- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: Lauren Brown Date: 12/18/1980

Signature: Lauren Brown





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

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

Lauren Brown  
Name of Recreation Service Provider/Sports Official

373-88-11629  
~~373-88-11629~~ - ~~373-88-11629~~  
FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>May 2005 - Sept 2005</u>	<u>Beaumont Hospital</u>	<u>Shelley Dividock</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Outpatient therapy for TBI in the pool</u>	

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

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

<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>
2006	CTRS	NCTRC
2000-2005	Grand Valley State University	Allendale MI

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.


## Anne Helfant - Re: Independent Contractor Agreement

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**From:** Dick Cohen  
**To:** Anne Helfant  
**Date:** 12/26/2007 2:35 PM  
**Subject:** Re: Independent Contractor Agreement

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OK to waive insurance

Dick Cohen, CPCU, CIC, ARM-P  
Manager, P/L Insurance Division  
Risk Management Department  
Palm Beach County  
160 Australian Ave., Ste 401  
West Palm Beach, FL 33406  
(P) 561-233-5432  
(F) 561-233-5420  
(C) 561-373-8336

>>> Anne Helfant 12/26/2007 2:33 PM >>>  
Hi Dick,

I am reviewing an Independent Contractor Agreement and wanted your opinion as to whether insurance is required. Back in August the same type of agreement came through, and you waived the insurance. Just wanted to make sure you are still in agreement, since every contract is different. The Agreement for an individual to perform a Senior Water Aerobics class for the period January 2, 2008 through September 30, 2008 for a total amount of \$1,440. The Scope of Work provides:

"Water Aerobics classes will be conducted by a trained professional who is also a Certified Therapeutic Recreation Specialist. The classes will be conducted under the supervision of a qualified certified American Red Cross Lifeguard at the Palm Beach County Therapeutic Recreation Center Aquatic Facility. Instructor will be in the water with the students.

Skills to be taught include, but are not limited to: Mobility, balance, coordination, rhythmic breathing, and personal water safety. Instruction will be based on each individual's ability.

Equipment to be used during instruction includes Coast Guard approved personal flotation devices, kickboards, goggles, and buoyant aquatic equipment."

Thanks

Annie

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

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

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

Description

Dates

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

INITIAL:

LC

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.

Lauren Brown, CKS  
Applicant's Signature

12-19-07

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 : 01/02/2008

Contract Tracking System 0000001339

**CONTRACT INFORMATION**  
Active

CARD003601085204 B

Certificate of Insurance

NAME : CARDONA, ALEXIS  
VENDOR CODE: CARD0036  
INSTRUCTOR: MARTIAL ARTS  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION CENTER  
PROGRAM: MARTIAL ARTS

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CONTRACT DATE : 12/28/2007  
START DATE : 01/02/2008  
END DATE : 09/30/2008

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CONTRACT AMOUNT :	2,500.00	REVENUE AMOUNT:	2,500.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	2,500.00	AMOUNT LEFT :	2,500.00

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ASSIGNED CATEGORIES:

MARTIAL ARTS 0.70 Pct

RECREATION SERVICES					
ACCOUNT: 0001 580 5204 3422		VENDOR CODE: CAR00036		CONTRACT:	
MC: <u>9435</u>	PS:	CC: <u>X</u>	CA: <u>AN</u>	DD: <u>[Signature]</u>	

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

This Agreement is made as of the 28 day of Dec, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Alexis Cardona, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Martial Arts 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 January 2, 2008 and will meet thereafter with the termination date of this agreement being September 30, 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): \$60.00 per session. Revenue Account No. 0001-580-5204-4721-09.
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 thousand five hundred Dollars (\$ 2,500.00). 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 \$                      or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Martial Arts/Cardona, Arelis Matos Cardona, Alexander Cardona
  - b. Name of class or activity: Martial Arts
  - c. Day(s)/Date(s) Scheduled: Monday's
  - d. Time Scheduled: 6:30pm - 7:30pm
  - e. Location: Therapeutic Recreation Complex Gymnasium
  - f. A minimum of 4 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**  
12/19/07



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   7   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:

Jason Wong

PH: (561) 966-7083

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: Alexis Cardona

CONTRACTOR'S Address: 13551 North Umlerland Circle Wellington, FL 33414

CONTRACTOR'S Phone No. (561) 632-2804 / (561) 795-2804

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.

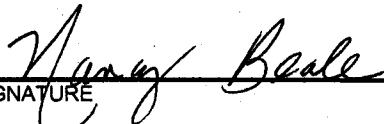
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor 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  
Nancy Beale  
NAME (TYPE OR PRINT)


**PALM BEACH COUNTY**

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

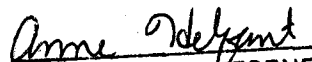
**CONTRACTOR WITNESS**

  
SIGNATURE  
Jason Wong  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

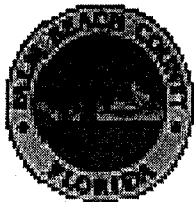
  
SIGNATURE  
Alexis Cardona  
NAME & TITLE (TYPE OR PRINT)

WITNESSED AS TO FORM AND  
LEGAL SUFFICIENCY.

  
COUNTY ATTORNEY

**Scope of Services**  
**Martial Arts**  
**Alexis Cardona**

Martial Arts class designed for people with disabilities, ages 5 – 19 will be conducted by a trained instructor once a week. Participants will learn basic martial arts skills to enhance their physical and mental well being. The classes will be conducted under the supervision of Palm Beach County Therapeutic Recreation Center staff. Equipment to be used during instruction includes, but is not limited to: gym mats and protective equipment. Each class will last approximately one hour and will contain a maximum of 20 participants.



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

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

Alexs Cardona  
Name of Recreation Service Provider/Sports Official

150-76-2865  
FEI/Social Security Number

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

Teach Karate At Center

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>0/9/96 - Present</u>	<u>Township Com. Center</u>	<u>Linda Urish</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teaching Karate At Community Center</u> <u>to Adults &amp; Children</u>	<u>(954) 973-7022</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). <u>09/2000 - Present</u>	<u>West Botatow Park</u> <u>&amp; Recreation Center</u>	<u>Jim Hennessy</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teaching Karate to kids and Adults.</u> <u>At. Community Center.</u>	<u>(561) 355-1125</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>
1995	1 <sup>st</sup> degree Black Belt	Vineland NJ/MARTIN MANUEL
1998	2 <sup>nd</sup> degree Black Belt	Vineland NJ/MARTIN MANUEL
2003	3 <sup>rd</sup> degree Black Belt	Vineland NJ/MARTIN MANUEL
2006	4 <sup>th</sup> degree Black Belt	Vineland NJ/MARTIN MANUEL

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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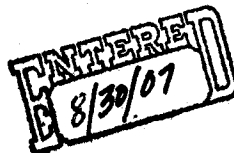


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**Palm Beach County  
Parks and Recreation Department****Contractor Background Screening  
Consent/Release Form**Applicant's Social Security Number 150762865Full Name (print) Alexis Cardona Sex M Race HISPANICDate of Birth 10/24/68 Driver's License No. C635000683840Address 13551 Northumberland Cir.City Wellington State FL Zip 33414I, Alexis Cardona, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.

Print Name: Alexis Cardona Date: 12/17/07Signature: 

## Evidence of Insurance

01/26/2007

## PRODUCER

Grizzly Insurance Agency, LLC  
PO Box 5530  
Breckenridge, CO 80424  
800-207-6603

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

## INSURED

ALEXIS CARDONA  
MODERN BUJUTSU  
13551 NORTHUMBERLAND CIR.  
WELLINGTON, FL 33414

INSURANCE COMPANY  
AFFORDING COVERAGE

Capitol Specialty Corporation

THE POLICY LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE		Insurance Company	POLICY EFFECTIVE DATE	Term	LIMITS	
X	GENERAL LIABILITY	Capitol Specialty Corporation Policy #CS218051	1/19/07	1 Year	GENERAL AGGREGATE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS AGGREGATE	\$1,000,000
					PERSONAL & ADV. INJURY	\$1,000,000
	X Athletic Participants Coverage				EACH OCCURRENCE	\$1,000,000
	X Landlords Additional Insured				FIRE DAMAGE (Any One Fire)	\$100,000
	X Includes Property Damage				Deductible	\$0
X	Accident Medical Insurance	Accident Carrier State Specific (Lloyds, American Sentinel/Aegis or QBE)	1/19/07	1 Year	Total per Accident	\$100,000
	X Students & Staff				Deductible	\$250

## Certificate Holders / Additional Insured's

1 Town Of Palm Beach 340 Seaview Ave. Palm Beach, FL 33480	2 Township Com. Ass. 2424 Lyons Rd. Coconut Creek, FL 33063	3 PBC Board of Co. Commissioners 6000 Northtree Blvd. Boynton Beach, FL 33463	4
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1	2	3	4
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## Locations

340 Seaview Ave. Palm Beach FL 33480	2424 Lyons Rd. Coconut Creek FL 33063	6000 Northtree Blvd. Boynton Beach FL 33463
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CANCELLATION - SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE OF THE POLICY, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE-

Don Baldwin



## Bebe Zwan - Re: Contract for Alexis Cardona

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**From:** Jason Wong  
**To:** Bebe Zwan  
**Date:** 12/20/2007 9:31 AM  
**Subject:** Re: Contract for Alexis Cardona

---

Hi Bebe,

Alexander Cardona will not be instructing classes, sorry about that. Thanks.

Jason Wong

>>> Bebe Zwan 12/19/2007 2:39 PM >>>  
Hi Jason,

**Alexander** Cardona's name appears on the first page of the contract. Will he be instructing in the Martial Arts classes? If he is an instructor he has to fill out and sign a background screening form and also an Applicant Disclosure form.

I have already done a background check for Alexis and Arelis in August 2007.

Thank you.

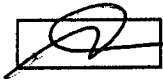
Bebe Zwan  
Contracts Management Clerk  
Parks & Recreation  
Tel: 561-966-6696  
Fax: 561-966-6690

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


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

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

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



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



12/17/07

Applicant's Signature
Date

**OR**

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

Applicant's Signature

Date

**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: Alexis Cardona  
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

