Agenda Item #: 3.M.18.

# AGENDA ITEM CONTAINS MORE THAN 50 PAGES PALM BEACH COUNTY IT MAY BE VIEWED IN BOARD OF COUNTY COMMISSIONERS COUNTY ADMINISTRATION

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2008	[X] Consent	[] Regulai
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[] Ordinance [] 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) Rosa Lowe, Introduction to Drama, West Jupiter Recreation Center. (LOWE1162740208523300A);
- B) John Bishop, Wheelchair Rugby Referee, Therapeutic Recreation Complex. (BISH658002085204E);
- C) Kerin Banfield, Wheelchair Rugby Referee, Therapeutic Recreation Complex. (BANF10202302085204A);
- D) Bernard Crawford, Wheelchair Rugby Referee, Therapeutic Recreation Complex. (CRAW001902085204H);
- E) Rupert Smith, Wheelchair Rugby Referee, Therapeutic Recreation Complex. (SMIT018702085204D);
- F) Jill Porter, Senior Water Aerobics Instructor, Therapeutic Recreation Complex. (PORT11612901085204A);
- G) Clare Buckland, Yoga Instructor, Therapeutic Recreation Complex. (BUCK11215201085204C);
- H) Susan Allshouse, Tennis Instructor, West Boynton Park and Recreation Center. (ALLS1074100108525200C);
- I) Caroline Andre, Cheerleading Coach, Westgate Park and Recreation Center. (ANDRE1162690208523200A);
- J) Aaron Banfield, Wheelchair Rugby Official, Therapeutic Recreation Complex. (BANF000102085204H);
- K) Cynthia Davis, Art Instructor, Therapeutic Recreation Complex. (DAVIS577802085204A);
- L) Gordon Andrews, USA Head Swim Coach, Lake Lytal Aquatic Center. (ANDR00200208530200J);
- M) Arthur Gibson, Basketball Referee, Westgate Park and Recreation Center (GIBSON1162270208523200A);
- N) Carrengton Johnson, Basketball Referee, Westgate Park and Recreation Center. (JOHNS1065780208523200C).

**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:** 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 (14)

Recommended by:	Mining I Million	2-15-08
	Department Director	Date
Approved by:	Slaven of By	3/4/08
	Assistant County Administrator	Date '

#### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 60,368 (75,023) -0- -0-	-0- 23,333 (29,167) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	( <u>14,655)</u>	(5,834)	0	0	0-
# ADDITIONAL FTE POSITIONS (Cumulative)				·	
Is Item Included in Currer	_		No		
Budget Account No.:	Fund <u>000</u> Object <u>342</u>	<u>)1     Departmen 22</u> /Revenue Sou		<u>various</u> Program <u>N/A</u>	

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

	Contractor	FY2	FY2008		009
		Revenue	Expense	Revenue	Expense
Α	Rosa Lowe	\$0	\$375		
В	John Bishop	\$3,200	\$600		
С	Kerin Banfield	*	\$600		
D	Bernard Crawford	*	\$600 <sup>-</sup>		
E	Rupert Smith	*	\$600		
F	Jill Porter	\$3,080	\$1,960		
G	Clare Buckland	\$2,400	\$1,620		
Н	Susan Allshouse	\$4,800	\$4,020		
1	Caroline Andre	\$225	\$616		
J	Aaron Banfield	*	\$600		
K	Cynthia Davis	\$2,415	\$780		
Ŀ	Gordon Andrews	\$58,333	\$46,667	\$29,167	\$23,333
M	Arthur Gibson	\$570	\$665		
N	Carrengton Johnson	**	\$665		
	Total	\$75,023	\$60,368	\$29,167	\$23,333

<sup>\*</sup>Revenue included in item B
\*\*Revenue included in item M

C.	Departmental Fiscal Review:	ckopelakis
	•	

#### III. REVIEW COMMENTS

Α.	OFMB Fiscal and/or Contract Dev	elopment and Control Comments:
	OFMB & 2/20/08 CN Jol	Gonfract Development and Control
	OFMB & 2 pelos	Governat Development and Control
в.	Legal Sufficiency:	2/27(0)
		This item complies with current
_	_ 1	County policies.

Assistant County Attorney

C. Other Department Review:

Department Director

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

G:\NBeale\AGENDAS\03-11-08 R&F ICA.doc V

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001347

DATE: 01/25/2008

#### CONTRACT INFORMATION Active

LOWE1162740208523300A

NAME :

LOWE, ROSA

VENDOR CODE:

LOWE116274

INSTRUCTOR:

INTRODUCTION TO DRAMA

**ACCOUNT NUMBER:** 0001-580-5233-00-3422

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

INTRO TO DRAMA

**CONTRACT DATE:** 01/24/2008

START DATE :

02/01/2008

END DATE :

02/16/2008

CONTRACT AMOUNT :

375.00 REVENUE AMOUNT:

0.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

375.00 AMOUNT LEFT :

0.00

ASSIGNED CATEGORIES:

INTRODUCTION TO DRAMA

375.00 FLAT FEE

		RECREATION SERVICES
ACCOUN'		233-3422 VENDOR CODE: CONTRACT:
MC: C	LACUE	PS: CA: Q.O.L. DD: W
		INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Aç Palm Be	greement i each Cour	s made as of the 24 day of 400, 2008, by and between the Board of County Commissioners of any, Florida, hereinafter referred to as the "COUNTY" and Rosa Lowe, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
		WITNESSETH:
program	WHEREA	S, the COUNTY desires to make available (a) (an) <u>Introduction to Drama.</u> ires to contract with CONTRACTOR to provide a specific service for that program; and
	WHEREA g said pro	<b>is</b> , the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to gram.
and CO	NOW TH	EREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY DR hereby agree as follows:
1. <u>Ter</u>	<u>m</u> : The cla terminatio	ass, activity or service will begin onFebruary_1, 2008 and will meet thereafter with on date of this agreement being _February 16, 2008
cha	raes from	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are):  Revenue Account No
3. <b>Pay</b>	ments 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 ofThree hundred seventy five Dollars (\$375.00). 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 \$375.00 or% of the paid enrollment fees for the class or activity.
4. <u>Spe</u>	ecific Deta	<u>ails</u> :
	a.	Type of service/instructor: Rosa Lowe
	b.	Name of class or activity: Introduction to Drama
	C.	Day(s)/Date(s) Scheduled: Fridays, February 1, February 8, February 15
	d.	Time Scheduled: 3:00 pm - 5:00 pm
	e.	Location: West Jupiter Recreation Center
	f.	A minimum of _10 and a maximum of30 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or

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

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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 <u>Leisure Times</u> and public service announcements.
- 10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

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

Constonsa Alexander	PH:	561-747-3455	*
Constonsa Alexander		001 777 0700	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: _	Rosa Lowe	<b></b> .
CONTRACTOR'S Address	807 8 <sup>th</sup> Court, Palm Beach Gardens, FL 33410.	
CONTRACTOR'S Phone N	o. <u>(561) 951- 3037</u>	 

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

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

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

PALM BEACH COUNTY WITNESS	
Variable Boale	
SIGNATURE	PALM BEACH COUNTY
Nancy Beale	Justell
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
CONTRACTOR WITNESS	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
Contra Alexander	
SIGNATURE	INDEPENDENT CONTRACTOR
Constonsa Alexander	Posa Loure
NAME (TYPE OR PRINT)	SIGNATURE
	ROSA LOWE
	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne Idegent

### **Scope of Services**

Ms. Rosa Lowe will be conducting an introduction to drama course for 3 weeks. She will be assisting us in enhancing our afterschool program through a Target grant we received for creative arts education. From this course, the children will be learning self-expression, improvisation, role –playing as well as public speaking skills.



### Contractor Background Screening Consent/Release Form

		<b>~</b>		
Арр	olicant's Social Security Nu	mber <u>262</u> -	04-6690	<u>)                                    </u>
Full Name (print)	sa Lowe	Sex	< Race	
				3
Date of Birth 9/26/5/	Driver's License No	. <u>LOOD-72</u>	<u> 28-57-846</u>	<u>{-0</u>
Address 807 8 th	· A.			
			`	
City Palm Beach	Gardens State	Zip _	33410	
l,	, authorize and give	e consent for Palm	Beach County to	obtain
information regarding myself.	This includes the following	:		
County, State, and/or.	National Criminal History E	Background Reco	ds/Information Cl	hecks
Sex Offender Registry				
<ul> <li>Current and Former A</li> </ul>	ddresses			
<ul> <li>Social Security Number</li> </ul>	er Verification			
I, the undersigned, authorize the	e above information to be o	btained by Palm B	each County eithe	r in writir
or via telephone in connection v	with my agreement to enter	into a contract with	ı Palm Beach Cou	nty. I
hereby release and hold Palm I and harmless at all times from a	Beach County, its agents, de and against all claims, liabili	esignees, employe tv. expenses, losse	es, and elected of es, costs, fines, da	images c
causes of action of every kind a	and character, including atto	rney's fees and co	sts, whether at tria	al or
appellate levels or otherwise, a	ssociated with obtaining or r	releasing the above	e information. Info	ormation
obtained by Palm Beach Count policies and procedures and sta	y will be held in confidence	in accordance with	Paim Beach Cou	IIIy S
policies and procedures and se	ate and rederariaw.			
		Date:	1/2/20	
Print Name:	Lowe	Date <i>_</i>	70700	<del>-</del>
Signature:				
Signature:	~ Lum			<del>-</del>
				-

5617476422



### PALM BEACH COUNTY

#### PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	Rosa Louis 262-04-6690
Nam 1.	which service(s) are you interested in providing?
2.	List prior work experience in providing this service:
	Dates Agency/Company Representative  (A). 10/2007 CCE Center for Creative Ed.
	Scope of Work  Teach Children how to act in skits + Plays
	Teach Children how to act in skits + Plays also teach Oratorical speaking, Poems, speeder Jul together end of the year program, form on up
	Coming Halisay Events
	Dates  Agency/Company  Representative  (B). / 2000 - 2008 Blue Heron C.D. H. Derector of Ant
	Scope of Work  Plan + direct events in my lacal church.
	Teach drama, skits, & Plays, write & direct.
	teach songe + dance.

5617476422

<u>Dates</u> (C).	Age	ency/Company	<u>Representa</u>	<u>mve</u>
A STATE OF S				
Scope of	<u>Work</u>		Cor	ntact #
,				
List any license		n you have completed re	elevant to providing	
			•	
			•	
			•	
			•	
<u>Dates</u>	License/cei		Location/I	nstructor
<u>Dates</u> Are you or any	License/cei	rtification/education	Location/I	nstructor
Are you or any and Recreation	of your employees relationship.	ntification/education	Location/I	nstructor
Are you or any and Recreation	of your employees relationship.	ntification/education	Location/I	nstructor

LAKE PARK ELEMENTARY 5617476422

T-519 P002/003 F-173



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
Headquarters (Legal News)
(Cegar Name) of Company
Ailas/D/B/A (Doing-Business-As) Name:
Type of Business Entity (check one):  [Andividual [1 Sole Provided of Total Provided
I I Goods Only [ Learning the Check one);
Taxpayer ID: List your Federal ID (IRS NV 9 Same)
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 262-04-6690  1. Please list below your Headquarters address information:  Address: 807 866
Address: 807 8th Coul
City: Palm Beach Cond
City: Palm Beach Gardens State/Province: Horida  Zip/Postal Code: 334/0 Country: USA  Main Phone Number 56/1 774 40/2
10 to the Mumber: 0/6/- ///8/3 &
Contact Name: KOSA Zowe E-mail Address: Lowe vosa 3 @ gol Com
Contact Phone Number: 561-951-3037 Alternate Phone Number: 561-9960838
Contact Fax Number: Alternate Fax Number:
2. Please list below your <u>Payment Address/Accounts Receivable Department</u> information addresses if necessary, or check here if [ ] Same as Headquarters:  Address: 807 8th Court
cay Palm Beach Gardens State/Province: 7/orida
Zip/Postal Code: 33410 Country: USA
Main Phone Number: 561-776-0838
Contact Name: 2000 Louis E-mail Address: 10we vosa 3@901. Com
Contact Phone Number: 56/-95/-3037 Alternate Phone Number:
Alternate Fax Number:

Page 1 of Z

	18 11:44	5614941350	+ ( Lin ( ) ( ) ( )	LAKE PARK ELEMENTARY 5617 <b>47642</b> 2		PAGE	
				•	T-519	P003/003	F-17
3	3. Please	e list below yo	our Order Propo	ssing <u>Department</u> information ere if [] Same as Headqua			
	adulé:	sees if necess	ary, or check h	ere if I sometiment information	on and atta	ach addus	
	111	07 84	Court	ssing <u>Department</u> information ere if []Same as Headqua	rters:	acii addille	onal
	ity: Yalm	Beach (	ardens				
Zij	p/Postal Code	-334/	0	State/Province:			
Ma	in Phone w	- 5/1 -		Country: USA			
Co	ntact Name;	Elpra (	Lowe	E mass a	-		
Con	itact Phone Ni	umber: 56/-9	(Ce//	E-mail Address: OLL YOS  (E-mail Address may)  Alternate Phone Number: 56/	te used lor On	dura/Contact	22
Con	tact Fax Numi	ber:	0/-005/	Alternate Phone Number: 56/	-276	-083	(Z)
				Alternate Phone Number: 56/ Alternate Fax Number:		<u></u>	<u> </u>
••	FICEU262	and Certificat	ione				-
Palm (Cont	Bank A			a de			
List O							
	Tuna			Number:			
_	ype			Number			_
5.	List Comp	any Officers o	r Principale We	Number:			_
	ALC DAIAL.	d to Dala B	interhals Mi	10 Are Paim Danning			_
M	MIC LEGISTO	to Faim Bea	on County Emp	loyees:	mployees	Or	
Name:		v.e.	Poeltio	m (What	mployees	Or	
Name:		v.e.	Poeltio	n/Title:		or	
		v.e	en County Emp Position Position	m (Trial)		or	·
6.	List Compa	ny Officials:	Positio	n/Title:		or ——	·
6. Name:	List Compa	ny Officials:	Position Position	n/Title:/Title:/Title://Title: _//Title:			
6.	List Compa	ny Officials:	Position Position Position	n/Title:/Title:/Title:/Title:/Title:/Title:/Title:/Title:/Title://Title: _//Title://Title://Title: _//Title: _//			
6. Name:	List Compa	ny Officials:	Position Position	n/Title:			
6. Name: Name: Name:	List Compa	ny Officials:	Position Position Position Position	n/Title:			
6. Name:_ Name:_ Name:_ 7.	List Compa	ny Officials:	Position Position Position Position	n/Title:			
6. Name:_ Name:_ Name:_ Name:_ Name:_	List Compan Are you inte	ny Officials: rested in being	Position Position Position Position Position  Position  Position  Position  Position  Position  Position	n/Title:	or a		
6. Name:_ Name:_ Name:_ 7.	List Compa	ny Officials: rested in beinged Business'	Position Position Position Position Position  Position  Position  Position  Position  Position  Position	Title:  Title:  Small Business Enterprise of [2]-NO	or a		
6. Name: Name: 7. A	Are you inte Minority-Own	rested in being ned Business ormation, pleases Assistance	Position Position Position Position Position Position  Position  Position  Position  Fosition  Fosition	n/Title:	er a		
6. Name:_ Name:_ 7. A	Are you inte	ny Officials:  rested in being the second se	Position Position Position Position Position Position  Position  Position  I yes Position  Position  Position  Of Company Of	n/Title:  /Title:  Title:  Small Business Enterprise of [2]-NO  Palm Beach County Office of 340	er a	ration):	
6. Name:_ Name:_ 7. A	Are you inte	ny Officials:  rested in being the second se	Position Position Position Position Position Position  Position  Position  I yes Position  Position  Position  Of Company Of	Title:  Title:  Small Business Enterprise of [2]-NO  Palm Beach County Office of 340  Ticer or Principal (Required for Princip	er a	ration):	

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:	Rosa Lowe	
	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		lewd and lascivious behavior
·	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893	incest child abuse, aggravated child ab contributing to the delinquency negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting anoth drug abuse prevention and contr person involved in the offense v sexual misconduct in juvenile ju	or dependency of a child  er to join a criminal gang rol only if the offense was a felowas a minor	ony or if any other
Explanation: (Pr	rovide details of any items in	nitialed above. Attach another sheet if n	ecessary.)	
Description			<u>Dates</u>	
By signing guilty or charges it	ng this section, I affir nolo contendere (no under the provisions on. I also affirm tha	rm that I have not been charged contest), regardless of the adjust of the Florida Statutes or under t I do not have a delinquency restaure	adication, to any of the for rany similar statute of and	regoing other
<u></u>	· · · · · · · · · · · · · · · · · · ·	<u>OR</u>		
Disqualif	fying charges, acts or	are that my record may contain offences and that the explanate the above charges under the particular jurisdiction.	tion I have provided is con	nplete
	· · · · · · · · · · · · · · · · · · ·			
	Applicant's Signatu	ıre	Date	



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001346

DATE : 01/25/2008

**CONTRACT INFORMATION Active** 

BISH658002085204 E

NAME :

BISHOP, JOHN

VENDOR CODE:

BISH6580

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

01/24/2008

START DATE :

02/01/2008

END DATE :

02/04/2008

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT:

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY 35.00 GAME

RECREA'	TION SERVICES	
ACCOUNT: 0001-580-5204-3422		<b>9</b> A1
MC: PS: CC:	CA: O. L. DD:	(M)

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

This Agreement is made as of the 24 day of 400, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and John Bishop, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>February 4, 2008</u>.
- 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): 400.00 per team. Revenue Account No. 0001-580-5204-4721.03

#### 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 <u>six hundred Dollars (\$ 600.00)</u>. 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official .
- b. Name of class or activity: Wheelchair Rugby Tournament
- c. Day(s)/Date(s) Scheduled: February 1 February 3, 2008
- d. Time Scheduled: 9am-9pm.
- e. Location: Club Managers Association of America Therapeutic Recreation Complex .
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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 <u>Leisure Times</u> and public service announcements.

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

Nick Priolo	PH: (561) 966-7020	
141017 1 11010	(00 // 000 / 000	_ •

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: <u>John Bishop</u>.

CONTRACTOR'S Address: 5861 White Cypress Drive, Lake Worth, Florida 33467 .

CONTRACTOR'S Phone No. \_\_(561) 964-1712 ...

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Vlenn Bealo	Curcaee
SIGNATURE Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
9. Lambert	SIGNATURE SIGNATURE
Jackie Lambert	John Bishop, Referee
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

MPPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

#### Scope of Service Wheelchair Rugby Tournament John Bishop

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

or Recreation Service	ce Provider/Sports Official	
Which service(s) ar	e you interested in providing?	
· .		
List prior work exp	perience in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). 2003-200	n PBC Parks + Rec	
	Knock + Roll Wheelchai	
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
· · · · · · · · · · · · · · · · · · ·		
C CIIV I		
		Contact #
Scope of Work  Offic	iate rugby games	Contact #
	iate rugby games	Contact #
	iate rugby games	Contact #
	iate rugby games	Contact #
Offic		
	iate rugby games  Agency/Company	Contact #  Representative
Offic Dates		

<u>Dates</u> (C).	Agency/Company	<u>Represe</u>	ntative
		-	
Scope of Work			Contact #
		· · · · · · · · · · · · · · · · · · ·	
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List any licenses/certifica	ation/education you have completed r	elevant to provi	ling this service
List any licenses/certifice	ation/education you have completed r <u>License/certification/education</u>		ding this service:
	License/certification/education	<u>Locatio</u>	
<u>Dates</u>	License/certification/education /	<u>Locatio</u>	n/Instructor
<u>Dates</u>	License/certification/education	<u>Locatio</u>	n/Instructor
<u>Dates</u>	License/certification/education	<u>Locatio</u>	n/Instructor
<u>Dates</u>	License/certification/education	<u>Locatio</u>	n/Instructor
<u>Dates</u>	License/certification/education  USQRA / Bicmingham  employees related to anyone employee	Locatio , AL	n/Instructor Tres Smith
Dates 1998  Are you or any of your e	License/certification/education  USQRA/Bicmingham,  employees related to anyone employee nent?	Locatio , AL	n/Instructor Tres Smith
Dates 1998  Are you or any of your e and Recreation Department	License/certification/education  USQRA/Bicmingham  employees related to anyone employee nent?	Locatio , AL	n/Instructor Tres Smi. H



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 380-56-5727
Full Name (print) John P. Bishop Sex M Race W
Date of Birth 3/18/57 Driver's License No. B210 - 475 - 57 - 098 - 0
Address 5861 White Cypress Drive
City Lake Worth State FL Zip 33467
I, <u>John P. Bishop</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
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: John P. Bishop Date: 1/13/08
Signature: John Briss 1

## 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:	John P. Bishop	· ·
	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 -		adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
-			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
		•	battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
<u> </u>		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		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		والمراج المراثيات المستعمر		21.31.1	
			child abuse, aggrav				
			contributing to the	delinquency or	dependency of	a child	
		827.071	negligent treatment		•		
			sexual performance				
		843.01	resisting arrest with	n violence			
	Chapter		obscene literature			•	
		847.05(1)	encouraging or reci	ruiting another	to join a crimin	al gang	
	Chapter	893	drug abuse prevent	ion and control	l only if the offe	ense was a felo	ony or if any other
			person involved in	the offense wa	s a minor		
	Section	985.4045	sexual misconduct	in juvenile just	tice programs		
Explana	ition: (Provide details	s of any items initia	led above. Attach and	other sheet if nec	eccomy)		
•	•	,	The doc to. The doing the	fater sheet if hee	cosary.)		
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B	y signing this se	ction, I affirm	that I have not b	een charged.	found guilty	or entered	a plea of
gu	ilty or nolo con	tendere (no cor	ntest), regardless	of the adjud	lication to a	w of the for	egoing
ch	arges under the	provisions of	ho Florida Ctata	or the adjuct	incation, to at	ty of the for	cgoing
1 :	aiges under the	brovisions of f	he Florida Statu	tes or under	any similar s	tatute of and	otner
		) affirm that I (	do not have a del	linquency re	cord that is si	milar to any	of these
ot	fenses.						
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D <sub>1</sub>	isqualifying char	ges, acts or of	fences and that t	he explanation	on I have pro	vided is con	nplete
an	d true with regar	rd to any of the	e above charges	under the pro	ovisions of th	e Florida St	atutes or
1111	der any similar	stature of anotl	ner jurisdiction	, and pro			
	and any ominan	secure of anou	ici jurisuicuoli.				
	Applic	cant's Signature				Date	
	* *	J					



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001343

DATE : 01/25/2008

**CONTRACT INFORMATION** Active

BANF10202302085204

NAME:

BANFIELD, KERIN

VENDOR CODE:

BANF102023

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

01/24/2008

START DATE :

02/01/2008

END DATE :

02/04/2008

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY

35.00 GAME

	ON SERVICES	
ACCOUNT: 0001-580-5204-3422 VENDOR CODE: VC00004		$\bigcirc$
MC: (A) PS: CC:	CA: QPA- DD:	(N)

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

This Agreement is made as of the 22 day of 1000, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Kerin Banfield, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>February 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>February 4, 2008</u>.
- 2. <u>Fees</u>: 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): <u>400.00 per team</u>. Revenue Account No. <u>0001-580-5204-4721-**0\$**</u>

#### 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 <u>six hundred Dollars (\$ 600.00)</u>. 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament
- c. Day(s)/Date(s) Scheduled: February 1- February 3, 2008.
- d. Time Scheduled: 9am- 9pm.
- e. Location: Club Managers Association of America Therapeutic Recreation Complex .
- f. A minimum of 6 and a maximum of 10 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

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

- 10. 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:

Nick	Priolo	.	PH:	(561)	966-7	7020

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Kerin Banifield

CONTRACTOR'S Address: 6313 Eagle Point Drive, Liberty Township, Ohio 45011 .

CONTRACTOR'S Phone No. (987) 286-2860 .

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Vann Beale	Eroce
SIGNATURE A Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
a Lambert	feun monteled
Jackle Lambert	Kerin m Banfield Referee
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

COUNTY ATTERNEY

#### Scope of Service Wheelchair Rugby Tournament Kerin Banfield

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



## PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Provider/Sports Official
Which service(s) are you interested in providing? Refere for wheelchar
ruabu
List prior work experience in providing this service:
<u>Dates</u> <u>Agency/Company</u> <u>Representative</u>
107 PBC Thera. Rec.
Scope of Work  Contact #
Referen for Knock N Roll
Dates
<u>Dates</u> <u>Agency/Company</u> <u>Representative</u> (B).
106 PBC Thera.lec.
106 PBC Thera.lec.
106 PBC Thera-lec.
1/06 PBC Thera-lec
Scope of Work  Scope of Work  Contact #

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).	PBC Thera Rec	
<b>(</b>		
Scope of Work		Contact #
Referender	Knock N Roll	
1 - 10.		
List any licenses/certific	cation/education you have completed rele	evant to providing this service:
•	cation/education you have completed rele	
<u>Dates</u>	cation/education you have completed rele	evant to providing this service: <u>Location/Instructor</u>
<u>Dates</u>	License/certification/education	Location/Instructor
Dates  Sept 2005	License/certification/education  International Cutification	Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
Dates  Sept 2005	License/certification/education  International Cutification	Location/Instructor
Dates  Sept 2005	License/certification/education  International Cutification	Location/Instructor
Dates  Sopt 2005  Aug 2000  Are you or any of your	License/certification/education  International Certification  USQLA Certification  employees related to anyone employed by	Location/Instructor  n fro de Janeiro, Chicago, ILL
Dates  Sopt 2005  Aug 2000  Are you or any of your and Recreation Departs	License/certification/education  International Certification  USQLA Certification  employees related to anyone employed by	Location/Instructor  n fro de Janeiro, Chicago, ILL
Dates  Sopt 2005  Aug 2000  Are you or any of your and Recreation Departs	License/certification/education  International Cutification  USOFA Cutification  employees related to anyone employed by ment?  No	Location/Instructor  n fro de Janeiro, Chicago, ILL
Dates  Sopt 2005  Aug 2000  Are you or any of your and Recreation Departs	License/certification/education  International Cutification  USOFA Cutification  employees related to anyone employed by ment?	Location/Instructor  n fro de Janeiro, Chicago, ILL



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 31 6-78-3953
Full Name (print) Kern M banfield Sex Fe Race White
Date of Birth 08/31/1975 Driver's License No. Dhio SQ 259946
Address <u>le 313 Eagu Point Dr</u>
City Liberty Township State OH Zip 45011
I, <u>Kellin w Brinfield</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin 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 fre and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages o 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: Keen in banfield Date: 1/13/08
Signature: KlunhBanfuld

## 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:	Kerin	M	Banfield	
	•		Please print complete name	

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

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

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
	Sections		
·		741.30	adult abuse, neglect, or exploitation of aged person or disabled adults
. ———		741.50	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
		702.04	family or household member
		782.04	murder
<del></del>		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		#00.0#1	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		arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
<del></del>			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
		020.100	exploitation of district addition of cidenty persons, if the offense was a felony

<del></del> -	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
<del></del>	827.071 843.01	sexual performance by a child
<del></del>	643.01 Chapter 847	resisting arrest with violence
	Chapter 847 Section 847.05(1)	obscene literature
-	Section 847.05(1) Chapter 893	encouraging or recruiting another to join a criminal gang
		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: (P	Provide details of any items in	nitialed above. Attach another sheet if necessary.)
Description		
Description		<u>Dates</u>
guilty of charges	r nolo contendere (no under the provisions tion. I also affirm that is.	rm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another t I do not have a delinquency record that is similar to any of these
		OR
Disquali and true	ifying charges, acts or	are that my record may contain one or more of the foregoing offences and that the explanation I have provided is complete the above charges under the provisions of the Florida Statutes or nother jurisdiction.
	Applicant's Signatu	Date Date



#### Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001344

DATE : 01/25/2008

#### **CONTRACT INFORMATION** Active

CRAW001902085204 H

NAME :

CRAWFORD, BERNARD

VENDOR CODE:

CRAW0019

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

01/24/2008

START DATE :

02/01/2008

END DATE :

02/04/2008

CONTRACT AMOUNT:

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY

35.00 GAME

			ION SERVICES				
ACCOUNT: 0001-580-52		ENDOR GODE: CRAWOO	7	ITRACT:		$\Delta$	<u> </u>
MC: UZ	PS:	CC:	V CA:	<u>a,94.</u>	DD:	<b>/</b> /	
U			1		_ `		

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

This Agreement is made as of the 24 day of 400, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Bernard Crawford, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>February 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>February 4, 2008</u>.
- 2. <u>Fees</u>: 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): <u>400.00 per team</u>. Revenue Account No. <u>0001-580-5204-4721</u>-₺\$

#### 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 <u>six hundred Dollars (\$ 600.00)</u>. 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 \$35.00 per game or <a href="n/a">n/a</a> % of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official .
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: February 1 February 3, 2008
- d. Time Scheduled: 9am- 9pm .
- e. Location: Club Managers Association of America Therapeutic Recreation Complex .
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 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.
- 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:

Nick Priolo PH: (561) 966-7020
--------------------------------

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Bernard Crawford

CONTRACTOR'S Address: 561 Kingsbury Court, Wellington, Florida 33414 .

CONTRACTOR'S Phone No. (561) 790-0516

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. <u>Availability of Funds</u>: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
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- 18. <u>Criminal History Records Check:</u> The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
- 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. <u>Entirety of Contractual Agreement:</u> The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
NAME (TYPE OR PRINT)  NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR  COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS  SIGNATURE  TO CIVIC LOND SOLUTION	INDEPENDENT CONTRACTOR  SIGNATURE
Jackie Lambert NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

#### Scope of Service Wheelchair Rugby Tournament Bernard Crawford

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

BERNARD CRAU	NFORD	
ne of Recreation Service Pro	ovider/Sports Official	
Which service(s) are you	interested in providing?	
WHEELO	HAIR RUGBY REFER	EE
List prior work experien	ce in providing this service:	
<u>Dates</u> (A).	Agency/Company	<u>Representative</u>
2000-2007		
K	NOCK N ROLL	
Scope of Work		Contact #
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
	· · · · · · · · · · · · · · · · · · ·	
Scope of Work		Contact #

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Wor	<u>k</u>	Contact #
•		
	tification/education you have completed re	levant to providing this ser
List any licenses/cer <u>Dates</u>	License/certification/education	Location/Instructor
	License/certification/education	Location/Instructor
<u>Dates</u>		Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
Dates  2001  Are you or any of yo	License/certification/education  US ORRA  LEVEL B OFFICIAL  our employees related to anyone employed	Location/Instructor
Dates  Are you or any of yound Recreation Department	License/certification/education  US ORRA  LEVEL B OFFICIAL  our employees related to anyone employed	Location/Instructor
Dates  Are you or any of you and Recreation Departments	License/certification/education  USORRA  LEVEL B OFFICIAL  our employees related to anyone employed lartment?	Location/Instructor



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 113-40-0451
Applicant's Social Security Number // / /
Full Name (print) BERNARD CRAWFORD Sex M Race W
Date of Birth 1-11-49 Driver's License No. C616 083 490110
Address 6/ Kingsbyry T
City WELLINGTON State Zip 33/44
I, MAG ORAGON, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin 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 fre and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages o 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: Strap (Santan) Date: 1-11-08
Signature: Signature:

## 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:	BERNARD	Chaptors)	
	Please print	t complete name	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
		* . *	battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
	*	782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		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
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		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section		lewd and lascivious behavior
	Chapter	800	lewdness and indecent exposure
	Section	806.01	arson
	Chapter		felony theft and/or robbery
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		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
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		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

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		ection 847							
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	jurisdiction.	. I also at	ffirm that	I do not have a	delinquency r	ecord that	is similar to	any of these	.
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	Disqualifyir	ig charge	s acts or c	offences and the	nat the explanat	ion I have	a provided is	oomnlete	İ
	and true wit	h regard :	to any of t	he charra char	ac are explanat	.1011 1 114 (	of the Tilesid	. Carteta a	
	und true wit	n regard	o any or u	ne above char	ges under the p	rovisions	of the Florid	a Statutes or	
	under any si	ınııar sta	ture of and	ther jurisdicti	on.				
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		Applicant	t's Signatur						
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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001345

DATE: 01/25/2008

CONTRACT INFORMATION
Active

SMIT018702085204

D

NAME :

SMITH, RUPERT

VENDOR CODE:

SMIT0187

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

01/24/2008

START DATE :

02/01/2008

END DATE :

02/04/2008

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY

35.00 GAME

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ACCOUNT: 0001	-580-5204-3422 VE	NDOR CODE: SMIT018	7	CONTRACT:	34	$\Delta$	
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### INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 24 day of 4an, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Rupert Smith, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Wheelchair Rugby Tournament</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>February 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>February 4, 2008</u>.
- 2. <u>Fees</u>: 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): <u>400.00 per team</u>. Revenue Account No. <u>0001-580-5204-4721.</u>

#### 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 <u>six hundred Dollars (\$ 600.00)</u>. 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

#### Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament
- c. Day(s)/Date(s) Scheduled: February 1- February 3, 2008
- d. Time Scheduled: 9am-9pm.
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

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

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

Nick Priolo	PH:	(561)	966-7020	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Rupert Smith

CONTRACTOR'S Address: 108 Janie St., Ruskin, FL 33570

CONTRACTOR'S Phone No. \_\_(813) 645-4218 \_\_.

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
NAME (TYPE OR PRINT)  Beale	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR  COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Jackie Lambert	SIGNATURE
NAME (TYPE OR PRINT)	RUIGHT M. SMITH USQLA REFLUCE NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FURM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

#### Scope of Service Wheelchair Rugby Tournament Rupert Smith

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are you int	erested in providing? WHZ	ECHAIN RUGBY
REFERE		•
List prior work experience i	n providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). 2003-2006	U PBC Parck PBC Parks	Thec
7 083	PBC Parks	Llec
Scope of Work		Contact #
1. Finer		<u>Contact #</u> 813-645-42,8
<b>Dates</b>	Agency/Company	<u>Representative</u>
(B).		
<u> </u>		
Scope of Work		Contact #

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
<u> </u>		
Scope of Work		Contact #
		•
List any licenses/certific	ation/education you have completed r	elevant to providing this serv
<u>Dates</u>	License/certification/education	Location/Instructor
	-	
<u> </u>		· · · · · · · · · · · · · · · · · · ·
and Recreation Departm		by the Palm Beach County P
→ Yes	No.	
G res G		
If yes, give name		

••



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 144-50-8654
Full Name (print) RUNT M. SM 1779 Sex M Race (auc.
Date of Birth 9/24/56 Driver's License No. 5530 - 733 - 56 - 304 - 6
Address 1085 ANIEST
City <u>RUSIGN</u> <u>State FC.</u> Zip <u>33570</u>
I,, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
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: 245 WAR M. Smint Date: 1/13/08
Signature:

## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

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APPLICANT:	BURENT M. SMITH	
	Please print complete name	

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		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
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		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
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		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
<del></del>		787.02	false imprisonment
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		(-)	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
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		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)
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	Section	798.02	lewd and lascivious behavior
	Chapter	800	lewdness and indecent exposure
	Section	806.01	arson
	Chapter	812	felony theft and/or robbery
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		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

					· '
·	826.04	incest			
	827.03	child abuse, aggra-	vated child abuse, or n	eglect of a child	
	827.04	contributing to the	delinquency or depend	dency of a child	
	827.05	negligent treatmen			•
	827.071	sexual performanc			
	843.01	resisting arrest wit	h violence		
	Chapter 847	obscene literature			
	Section 847.05(1)		ruiting another to join		
<del> </del>	Chapter 893	drug abuse prevent	tion and control only if	the offense was	a felony or if any other
			the offense was a min		
	Section 985.4045	sexual misconduct	in juvenile justice pro	grams	
Explanation: (Prov	ride details of any items in	itialed above. Attach and	other sheet if necessary.)		
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Description			<u>Dates</u>		
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The above stateme	ents are true and comple	te to the best of my kn	iowledge.	INITIAL:	2
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quilty or n	olo contendere (no	contact) magardlass	con chargeu, lound	guilty of effic	feu a piea oi
guilty of in	olo contendere (no	contest), regardless	s of the adjudication	n, to any of the	e foregoing
charges un	der the provisions of	of the Florida Statu	tes or under any sin	nilar statute o	f another
jurisdiction	<ol> <li>I also affirm that</li> </ol>	I do not have a de	linquency record th	at is similar to	any of these
offenses.					
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Disqualifyi	ng charges, acts or	offences and that t	ha avalonation I ha	i bobivere eve	complete
and true ve	th maximal to annual	41 1		ve provided is	Complete
and true Wi	th regard to any of	uie above charges	under the provision	is of the Floric	ia Statutes or
under any s	similar stature of an	other jurisdiction.			
:	•				
	Applicant's Signatu	re		Date	
	pp.i.vaiii o Digitata	•		Date	



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001342

DATE : 01/31/2008

**CONTRACT INFORMATION** Active

PORT11612901085204 A

NAME :

PORTER, JILL

VENDOR CODE:

PORT116129

INSTRUCTOR:

WATER AEROBICS

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WATER AEROBICS

CONTRACT DATE :

01/15/2008

START DATE :

01/29/2008

END DATE :

09/30/2008

CONTRACT AMOUNT :

1,960.00 REVENUE AMOUNT:

1,960.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,960.00 AMOUNT LEFT :

1,960.00

ASSIGNED CATEGORIES:

SENIOR WATER AEROBICS

35.00 CLASS

• •	gradien (d. 1920) State (d. 1920)	RECREATION SERVICES
Mo	COUNT: 0001 5	VC*116129
IAL		PS:   CC:   CA: Q. O. DD: Col.
		INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
Th	nis Agreemer	t is made as of the <u>/</u> 5 day of <u>/</u> , 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Jill Porter</u> , an Independent Contractor, hereinafter referred to as "CONTRACTOR".
		WITNESSETH:
_pr	WHERE ogram, and o	AS, the COUNTY desires to make available (a) (an) <u>Senior Water Aerobics</u> lesires to contract with CONTRACTOR to provide a specific service for that program; and
pro	<b>WHERE</b> viding said p	AS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to rogram.
and	NOW TO	HEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY ΓΟR hereby agree as follows:
1.	Term: The o	class, activity or service will begin on _January 29, 2008 and will meet thereafter with the date of this agreement beingSeptember 30, 2008
2.	Fees: Palm charges from per Session	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and n participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): 40.00 cm
3.	Payments T	o Contractor:
	a.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount ofone thousand nine hundred sixtyDollars (\$_1,960.00). 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>b.</b>	The CONTRACTOR's fee shall be the sum of \$35.00 per class or% of the paid enrollment fees for the class or activity.
4.	Specific Det	ails:
	a.	Type of service/instructor: Jill Porter
	b.	Name of class or activity: Senior Water Aerobics
	C.	Day(s)/Date(s) Scheduled: Monday's - Thursday's .
	d.	Time Scheduled:5:00pm - 5:45pm
	ė.	Location: Therapeutic Recreation Complex Gleneagles Aquatic Center
	f.	A minimum of7 and a maximum of15 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

10.	<b>Exhibits:</b> 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:
12.	<u>Indemnification</u> : The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	<b>Notices:</b> 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:
	CONTRACTOR'S Address: 1240 Grandview Circle Royal Palm Beach, FL 334₫1,
	CONTRACTOR'S Phone No. (561) 386-4647
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

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

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

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

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

benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

this Agreement.

required by F.S. 287.133(3)(a).

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

responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Many Beale	Encer
Vancy Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE/OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITHER	INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS	Gill Poller
Jason Wong	Water aerobics, Instructor
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

COUNTY ATTORNEY

#### Scope of Services Water Aerobics Jill Porter

Water Aerobics classes will be conducted by a trained professional. 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.



Contractor Background Screening Consent/Release Form

1/16 30 200
Applicant's Social Security Number
Full Name (print) 5ill Shzanne Porter Sex F Race W
Date of Birth
Address 1240 Grandview Circle
City Royal Palm Beach State FL zip 33411
I,, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
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.
Signature: Signature:



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	RECREA	ATION INSTRUCTORS	& SPORTS OFFICIALS
	Jill Porte		
Nam	e of Recreation Service Prov		FEI/Social Security Number
1.	Which service(s) are you in		oater Aerobics
	Instruct	00	
2.	List prior work experience		
	Dates (A) July 1992	Agency/Company -Present Hund	Representative  Lakes, Inc.
	Scope of Work Figure 55 In	rstructor	Contact #
	Fitness Ir	hed resume"	
	<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
ē	Scope of Work		<u>Contact #</u>
			· · · · · · · · · · · · · · · · · · ·

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Work		Contact #
	· ·	
List any licenses/certific	cation/education you have completed 1	relevant to providing this service:
<u>Dates</u>	License/certification/education	Location/Instructor
1992-Present	AFAA (Aerobics and Fix	mess Association of Am
America Red Cro	• • • • • • • • • • • • • • • • • • • •	
		Arts lake hort
FAU - may	2006-Present Back	helocotscience in E
see Attach	st2006 Associate in 2006-Present Back Ed Resume" Scie	ence and HEAlth Prov
Are you or any of your and Recreation Departi	employees related to anyone employed	d by the Palm Beach County Parks
ن Yes ن	No	
If yes, give name	and relationship.	

1240 GRANDVIEW CIRCLE ROYAL PALM BEACH, FLORIDA 33411 PHONE 561-386-4647 E-MAIL JPORTE20@FAU.EDU

### **Jill Porter**

**Objective** 

To obtain a position as an exercise specialist in an aquatic setting.

**Education** 

Florida Atlantic University

Davie, Florida

**Bachelor of Science in** 

**Exercise Science and Health Promotion** 

May 2009

Current G.P.A. 3.16

Palm Beach Community College

Lake Worth, Florida

**Associate in Arts** August 2006

Work experience

Huntington Lakes, Inc.

Delray Beach, Florida

#### **Fitness Instructor**

- July 1992 Present
- Instructor for aerobics, aqua aerobics, resist-a-ball, step aerobics, water safety (WSI), and gym training for senior community. In addition, development of fitness programs, articles for monthly revue, coordinator for health fairs, lectures, special events, and ordering of exercise equipment and music.

Professional memberships

ACSM (American College of Sports Medicine)

NSCA (National Strength and Conditioning Association)

Working torwards certification exams

Certifications

AFAA (Aerobics and Fitness Association of America)

American Red Cross (WSI, CPR)

Arthritis Foundation

**References Available Upon Request** 



MAIL TO:

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:(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.)
Type of Business Entity (check one): [ Individual [ ] Sole Proprietorship [ ] Partnership [ ] Corporation [ ] Other
Business Commodity Offered (check one):  [ ] Goods Only [ ] Services Only [ ] Goods and Services
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 409-35-0293
1. Please list below your Headquarters address information:
Address: 1240 Orandview Circle
City: Royal Palm Beach State/Province: Florida
Zip/Postal Code: 33411 Country: 45
Main Phone Number: (561) 386-4647
Contact Name: Till Porter E-mail Address: Porte 20 @ FAu. edu (E-mail Address may be used for Orders/Contracts)
Contact Phone Number (561) 386-4647 Alternate Phone Number:
Contact Fax Number: Alternate Fax Number:
2. Please list below your <u>Payment Address/Accounts Receivable Department</u> information addresses if necessary, or check here if [V] 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:

	ocessing Department information and attach additional k here if [ Same as Headquarters:
Address:	
City:	State/Province:
	Country:
Main Phone Number:	
Contact Name:	E-mail Address:
Contact Phone Name have	(E-mail Address may be used for Orders/Contracts)
	Alternate Phone Number:
Contact Fax Number:	Alternate Fax Number:
4. Licenses and Certifications:	
Palm Beach County Occupational License Nu (Contact the Palm Beach County Tax Collecto	mber: r's Office (561) 355-2272.)
List Others: Type:	Number:
	Number:
are Related to Palm Beach Cour	pals Who Are Palm Beach County Employees or nty Employees:  _ Position/Title:
Name:	Position/Title:
6. List Company Officials:	
Name:	Position/Title:
Name:	Position/Title:
Name:	Position/Title:
Minority-Owned Business? [	rified as a Small Business Enterprise or a  ] YES  [
Small Business Assistance at (5	661) 616-6840
8. Affix Authorized Signature of Co	ompany Officer or Principal (Required for Registration):
Print Name: Sill Porter	Title: Water Aerobics Instructor
Signature: Jolo Potter	Date: /- 4-0%
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:	- Dill Porter	,
	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	
		702.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		Z00 0Z1	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
<u> </u>		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
-		784.045	aggravated battery
		787.01	kidnapping
·		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		` ,	pending custody proceedings
		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
<del></del>		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		
<del></del>	Section		prostitution
			lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter	812	felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
<del></del>		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	t			
<del> </del>	827.03	incest	.1.91.1 .1		
		child abuse, aggravated			
	827.04	contributing to the deline		y of a cmid	
	827.05	negligent treatment of ch			
<u> </u>	827.071	sexual performance by a			
·	843.01	resisting arrest with viole	ence		
	apter 847	obscene literature			
Sec	tion 847.05(1)	encouraging or recruiting	g another to join a cri	minal gang	
Cha	pter 893	drug abuse prevention ar	nd control only if the	offense was a	felony or if any o
		person involved in the of	fense was a minor	•	
Sec	tion 985.4045	sexual misconduct in juv	enile justice program	ns .	
olanation: (Provide	details of any items i	nitialed above. Attach another si	heet if necessary.)		•
scription			Dates		
·			Dates		
	· · · · · · · · · · · · · · · · · · ·		<u>,                                      </u>		
	·	· · · · · · · · · · · · · · · · · · ·			
			· · · · · · · · · · · · · · · · · · ·		
above statements	are true and comp	lete to the best of my knowled	lge. I	NITIAL:	
above statements	are true and comp	lete to the best of my knowled	lge. I	NITIAL:	
By signing th guilty or nolo charges under	is section, I affi contendere (no	rm that I have not been of contest), regardless of the florida Statutes of the I do not have a delinque	charged, found gune adjudication, to	ilty or entered any of the arr statute of	foregoing another
By signing the guilty or nolo charges under jurisdiction.	is section, I affine contendere (not the provisions I also affirm that	rm that I have not been of contest), regardless of the florida Statutes of the I do not have a delinque	charged, found gune adjudication, to	ilty or entered any of the ar statute of a similar to	foregoing another
By signing the guilty or nolo charges under jurisdiction. offenses.  By signing the Disqualifying and true with	is section, I affine contendere (not the provisions I also affirm the Applicant's Significant's Significant's Significant's acts of the charges, acts of the charges a	rm that I have not been of contest), regardless of the of the Florida Statutes out I do not have a delinquent	charged, found gube adjudication, to runder any similar ency record that in the contain one or mosphanation I have	ilty or entered any of the ar statute of a similar to a Date	foregoing another any of these
By signing the guilty or nolo charges under jurisdiction. offenses.  By signing the Disqualifying and true with	is section, I affine contendere (not the provisions I also affirm the Applicant's Significant's Significant's Significant's acts of the charges, acts of the charges a	rm that I have not been of contest), regardless of the of the Florida Statutes of the I do not have a delinquent I do not have a	charged, found gube adjudication, to runder any similar ency record that in the contain one or mosphanation I have	ilty or entered any of the ar statute of a similar to a Date	foregoing another any of these
By signing the guilty or nolo charges under jurisdiction. offenses.  By signing the Disqualifying and true with under any similar to the guilty of the signing that the significant true with the signif	is section, I affine contendere (not the provisions I also affirm the Applicant's Significant's Significant's Significant's acts of the charges, acts of the charges a	rm that I have not been of contest), regardless of the florida Statutes of the I do not have a delinquent I do not have a delinqu	charged, found gube adjudication, to runder any similar ency record that in the contain one or mosphanation I have	ilty or entered any of the ar statute of a similar to a Date	regoing complete

. . . . . . . .



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001340

DATE : 01/08/2008

# CONTRACT INFORMATION Active

BUCK11215201085204 (

NAME:

BUCKLAND, CLARE

VENDOR CODE:

BUCK112152

INSTRUCTOR:

YOGA INSTRUCTOR

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION CENTER

PROGRAM:

YOGA

CONTRACT DATE :

01/08/2008

START DATE :

01/15/2008

END DATE :

09/30/2008

CONTRACT AMOUNT :

1,620.00 REVENUE AMOUNT:

1,620.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,620.00 AMOUNT LEFT :

1,620.00

ASSIGNED CATEGORIES:

YOGA

40.00 CLASS

ACCOUNT:0001 580 5204 3422	English Company	RECREATION SERVICES	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
MC: A PS: CC: CA: Q.S.A. DD. DD.	ACCOUNT:0001 580		1984 at 1984 a	2.0
	MC: AUY	PS: CC: CA: Q Pa	DD/ //	

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

#### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>January 15</u>, 20 <u>08</u> and will meet thereafter with the termination date of this agreement being <u>September 30</u>, 20 <u>08</u>.
- 2. <u>Fees</u>: 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): 40.00 per <u>Session</u>. Revenue Account No. 0001-580-5204-4721-09 Classes 8 per Session

### 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 <u>one thousand six hundred twenty</u> Dollars (\$1,620.00). 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 \$\frac{40.00 \text{ per class}}{40.00 \text{ per class}}\text{ or } \frac{N/A}{\text{ which is the paid enrollment fees for the class or activity.}}

## 4. Specific Details:

a.	Type of service/instructor: Clare Buckland	d
b.	Name of class or activity: Yoga	received
c.	Day(s)/Date(s) Scheduled: Monday's - Thursday's .	12/28/1
d.	Time Scheduled: 10:00am-11:00am	

- e. Location: <u>CMAA Therapeutic Recreation Complex Gymnasium</u> .
- f. A minimum of <u>6</u> and a maximum of <u>18</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

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

ć	
10.	<b>Exhibits:</b> 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.	<u>Indemnification</u> : The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	<b>Notices</b> : 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: Clare Buckland
	CONTRACTOR'S Address: 162 Catrock Lane, Jupiter, FL 33458
	CONTRACTOR'S Phone No. (561) 577-7315
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.	<u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18.	<u>Criminal History Records Check:</u> The CONTRACTOR shall comply with the provisions of Ordinance 2003-030,

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

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

responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
SIGNATURE BOLLE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
SIGNAURE Jason Vong	SIGNATURE  Clare Buckland
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne de fin

## Scope of Services Yoga Clare Buckland

Yoga Instruction will be conducted by a trained yoga instructor. Classes will be based on each individual's ability. The classes will be conducted under the supervision of Palm Beach County Therapeutic Recreation Center staff.

Skills to be taught include, but are not limited to: relaxation, rhythmic breathing, mobility, balance, and coordination.

Equipment to be used during instruction includes yoga mats, yoga balance balls, therabands, and foam rolls for balance.



# Contractor Background Screening Consent/Release Form

	Applicant's S	ocial Security Nu	mber 5	92.4	8.1556	0
Full Name (print)	CLARE L. BI	ICKLAND		Sex_	F_ Race_	
Date of Birth 12 · 20	o.79 Dr	iver's License No	. <u>B24</u> 5	5-112	79-90	16-4
Address 102 CI	AT ROCK LAN	NE				·
City JUPIRE	·	State _	FL	Zip	38458	:. •
I, CLARELOUIS	SEBUCKLAND, a	uthorize and give	consent fo	or Palm l	Beach Count	y to obtain
information regarding					•	•
<ul><li>Sex Offende</li><li>Current and</li></ul>	e, and/or National ( r Registry Checks Former Addresses ity Number Verifica		ackground	l Record	ls/Information	Checks
I, the undersigned, au or via telephone in co hereby release and he and harmless at all tincauses of action of evappellate levels or oth obtained by Palm Beapolicies and procedure.	nnection with my ag old Palm Beach Cou nes from and agains very kind and charac nerwise, associated v ach County will be he	reement to enter in unty, its agents, de st all claims, liabilite eter, including attor with obtaining or re ald in confidence in	nto a contra signees, en y, expense mey's fees eleasing the	act with I mployee: s, losses and cost e above	Palm Beach C s, and elected s, costs, fines, ts, whether at information. I	County. I I officials free damages or trial or nformation
Print Name: CLAY	LE BUCKLANI	٥	Date	e:12-3	20.07	
Signature:	ng					







(AQUAS)

# PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

e of Recreation Service Prov	BUCKLAND. rider/Sports Official	592 - 68 - 1556 FEI/Social Security Number		
Which service(s) are you i	nterested in providing?YOC	n P		
List prior work experience	e in providing this service:			
<u>Dates</u>	Agency/Company	<u>Representative</u>		
(A). 02 · 07 -	THE SOMA	SCOTT BROWN		
PRESENT	CENTER.			
	· · · · · · · · · · · · · · · · · · ·			
Scope of Work		Contact #		
TUI YOUA/				
KIDISYOLIA.		561.294.9949		
·				
<u>Dates</u>	Agency/Company	<u>Representative</u>		
<b>(B).</b> 12.05	BIKIZMM YOLIA	(541)344.0072		
01.07	of WPB			
Scope of Work		Contact #		
		KAREN DROST		

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C). 08-07	PARM BEACH	MARK
-PRESENT	MARIM MRB	
Scope of Work		<u>Contact #</u>
Your insten	CTOR	
·		541.439.1600
<u>Dates</u>	tion/education you have completed rel	Location/Instructor
		Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u>	License/certification/education (ERTFICAL YOUR	Location/Instructor BIRRYMCOLLEGE
<u>Dates</u>	License/certification/education (ERTFICAL YOUR	Location/Instructor BIRRYMCOLLEGIE
<u>Dates</u>	License/certification/education (ERTFICAL YOUR	Location/Instructor BIRRAMACOLLEGI
<u>Dates</u> NOV 2005	License/certification/education  (ERTFICAL YOUR  INSTRUCTOR  aployees related to anyone employed b	Location/Instructor  BIRRYM COLLECTE  OF INDIP
Dates  NOV 2005  Are you or any of your en	License/certification/education  (ERTFICID YOUR  INSTRUCTOR  apployees related to anyone employed bent?	Location/Instructor  BIRRYM COLLECTE  OF INDIP

# 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:	Clase Buchland
	Please print complete name

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
•			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
-		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
<u> </u>		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		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				
<del></del>	827.03					
-	827.04		ggravated child abuse, or r	neglect of a child	•	
	827.05		o the delinquency or deper	idency of a child		
	827.03 827.07	- B	tment of children			
		oursel borrorn	nance by a child			
	843.01		t with violence	,		
<del></del>	Chapter 847	obscene literat				
	Section 847.05		or recruiting another to join	n a criminal gang		
	Chapter 893		evention and control only i		s a felony or if any	othe (
			ed in the offense was a min			
	Section 985.404	45 sexual miscon	duct in juvenile justice pro	ograms		
xplanation: (Pro	vide details of any	items initialed above. Attac	ch another sheet if necessary.)	)		
<u>Description</u>			Date			
			2000			
			<u> </u>	· · · · · · · · · · · · · · · · · · ·		
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		et .				
ne above statem	ents are true and	complete to the best of m	ıy knowledge.	INITIAL:	CB	
			***************************************			***************************************
guilty or r	iolo contendero ider the provis	e (no contest), regard sions of the Florida St	ot been charged, found lless of the adjudication tatutes or under any sind delinquency record to	on, to any of the imilar statute of	ne foregoing of another	
	Oan ?		12.2	20.07		
	Applicant's	s Signature		Date		
<u> </u>			<u>,</u>		· · · · · · · · · · · · · · · · · · ·	j
			OR			_
Disqualify and true w	ing charges, actification in the characteristic in the characteris	cts or offences and th	ord may contain one of lat the explanation I has ges under the provision	ave provided i	s complete	
	Applicant's Si	ignature		Date	·	

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001341

DATE : 01/11/2008

## **CONTRACT INFORMATION** Active

ALLS1074100108525200C

Certificate of Insurance

NAME:

ALLSHOUSE, SUSAN

VENDOR CODE:

ALLS107410

INSTRUCTOR:

TENNIS INSTRUCTOR

**ACCOUNT NUMBER:** 0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

TENNIS

CONTRACT DATE :

01/11/2008

START DATE :

01/14/2008

END DATE :

05/15/2008

CONTRACT AMOUNT :

4,020.00 REVENUE AMOUNT:

4,020.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

4,020.00 AMOUNT LEFT :

4,020.00

ASSIGNED CATEGORIES:

TENNIS CLASSES 60.00 CLASS

	RECREATION SERVICES	
ACCOUNT: 0001-580-5252-3422	VENDOR CODE:ALLS107410 CONTR	ACT:
MC: JAH PS: 2	CC: CA:O	Pal.   DD: (1/2)

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

This Agreement is made as of the 11 day of 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Susan E. Allshouse., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Adult and Youth Tennis Classes \_\_program, and desires to contract with CONTRACTOR to provide a specific service for that program, and

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>January 14, 2008</u> and will meet thereafter with the termination date of this agreement being <u>May 15, 2008</u>.
- 2. <u>Fees:</u> 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): <u>\$35.00/\$45.00</u> per <u>participant</u>. Revenue Account No. <u>0001-580-5252-4721-09</u>.

### 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 <a href="Four Thousand Twenty Dollars">Four Thousand Twenty Dollars</a> (\$4020.00). 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 \$ 60.00/class or \_\_\_\_\_\_% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: <u>Susan E. Allshouse.</u>
- b. Name of class or activity: <u>Tennis Classes</u>.
- c. Day(s)/Date(s) Scheduled: Monday, Tuesday, Thursday / January 14 May 14, 2008.
- d. Time Scheduled: Various Times
- e. Location: West Boynton Recreation Center/Park Vista Tennis Courts.
- f. A minimum of <u>10</u> and a maximum of <u>20</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

## 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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.
- 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.
- CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

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

Cameron Kreliner	PH: <u>(561)</u> 355-1125

- 12. <a href="Indemnification">Indemnification</a>: 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: Susan E. Alishouse.

CONTRACTOR'S Address: 4790 Blossom Dr. Delray Beach, Fl. 33445.

CONTRACTOR'S Phone No. (561) 498-8105.

- 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. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. <a href="Public Entity Crimes:">Public Entity Crimes:</a> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Many Beale	- Carcare
SIGNATURE / Beale	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
In Derrena	Susans C. Bllshause:
SIGNATURE	SIGNATURE
SIM HENNEMAN	Sugar E. Allshause
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTIORNEY

## **SCOPE OF SERVICE**

# Susan E. Allshouse

Ms. Allshouse will be providing tennis classes at West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, Florida.

Classes will be provided for youth and adults. Class content will consist of the fundamentals of tennis including, proper grip, proper stroke techniques, etiquette, and rules of the game. Classes will be held at various times and days from January 14, 2008 through May 14, 2008.

A fee of \$35.00 per participant will be charged for 8 one hour classes per session. A session consists of eight weeks. There will be two sessions offered.

Equipment to be used includes tennis rackets and tennis balls.



# PALM BEACH COUNTY

Attachment E Page 1 of 2

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	ovider/Sports Official	FEI/Social Security Number
Which service(s) are you	interested in providing? Tennis	, Soft Tennis
List prior work experier	nce in providing this service: CUYYC	nt 30t year Caree
<u>Dates</u>	Agency/Company	Representative
a). 2006 - Present	W Boyrtton Rec Certe	Jim Henrieman
	<del>-</del>	arrett Pearson,
		ilen Gilmer:
		Cameron Krellner Contact #
Cone of Work		Contact #
cope of Work		
	dult Tennis Chnics E	
Youth-Teen-A		
Youth-Teen-A		
Youth-Teen-A Program	dult Tennis Chnics E	Summer Camp
Program  Dates	Agency/Company	Representative
Program  Dates	dult Tennis Chnics E	Representative
Dates B).	Agency/Company  1 USTA FL Andy	Representative  McFarland, A-ED  MacDonald, School
Dates B). Coast Tennis	Agency/Company  1 USTA FL Andy  2 Foundation - John	Representative  McFayland, A-ED
Dates B). Coast Tennis	Agency/Company  1 USTA FL Andy  2 Foundation - John	Representative  McFarland, A-ED  MacDonald, School
Dates B).  ADOM - Present	Agency/Company  1 USTA FL Andy  2 Foundation - John	Representative  McFarland, A-ED  MacDonald, School Commisch Spraque, Co-ord

-	<u>ates</u>	Agency/Company	<u>2</u>	<u>Kepresentative</u>	
(C). 2005	-Present	USTA-Nation	val K	urk Anderso	П
·					
<u>S</u> .	cope of Work		9	14-696- 7077 <u>Contact</u> #	
6 HOU	r Worksho	p- Train Rec	Coaches	3- PE Teache	er In-9
Welc	ome Back	to Tennis- 50	1+ Papul	ations.	<del></del>
List any	icenses/certificatio	on/education you have cor	npleted releva	nt to providing this s	ervice:
	<u>utes</u>	License/certification/educ	<u>cation</u>	Location/Instruct	or
United	States Prof	Ressional Tennis	s Associ	ation-Certific	ed Pro
Profes	asional Ter	inis Registry-C	crtificd 1	Pro	
Unita		nnis Associatio			25
Flecker Even Spor JSP Are you o	ts. USTA F	Socti Workshop  FL Clinician-M  Certified Car  Thair Tennis C  loyees related to anyone e	os & Wel entor-9 idio Tenr	chools Spectified	to Ter
	Yes V No				
If	ves, give name and	relationship.		1.1	
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uc- Pa	lm Beach	Tennis Asso	ciates l	nc- Owne Man. D	$\overline{x}$
<b>L</b>	enka Saft i nerica	Tennis-Produc	et Mana	• • • • •	



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 170-38-3916
Full Name (print) Susan E. Allahouse Sex F Race C.
Date of Birth 00/09/1954 Driver's License No. <u>A433-785-54-709-1</u>
Address 4790 Blosson Drive.
City Delroy Beach State FL Zip 33445
I, Sucon F. Allchouse, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
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: Social E. Allehouse Date: 13/30/07
Signature: Julian & Muhaus

## United States Professional Tennis Association, Inc.

Determining the way the world learns to play tennis

January 2, 2008

Susan Allshouse 4790 Blossom Dr Delray Boach, FL 33445

This letter will confirm that the Palm Bench County Board of County Commissioners has been added as an additional insured to the liability policy that is provided to you as a certified member of the United States Professional Tennis Association (USPTA). This liability policy covers applicants, and certified and certain honorary members in the United States, its territories and Canada.

THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis professional's care, custody or control. It does not cover injury to the tennis professional, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis professional's playing, practicing, teaching or officiating in tennis.

This policy does not cover the additional insured against any liability that might arise due to its own negligence or act. It simply means that the additional insured is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the additional insured is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.

The additional insured fee is neither proroted nor transferable, and will cover the additional insured through the term of the policy year. Reapplication must be made by the USPTA member for the additional insured each policy year, since no invoices will be sent as a reminder.

Policy number:

PHPK279449

Effective period:

12/31/07 - 12/31/08

For questions or to

USPTA World Headquarters 3535 Brianpark Drive, Suite One Houston, TX 77042 Telephone (713) 978-7782

report an accident, contact:

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Molony DeLoach

Insurance Department

This coverage is null and void if the member is not a citizen of or does not fegally reside and work in the United States, its territories or Canada.

# 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: Sugar E. (Eilean) Allshouse.

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
		4	family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
<del></del>	Section		arson
	Chapter		felony theft and/or robbery
<del></del>		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
		825.103	person or disabled adult
<del></del>		023.103	exploitation of disabled adults or elderly persons, if the offense was a felony

· ——	826.04	incest	
<del></del>	827.03 827.04	child abuse, aggravated child abuse, or neglect of a child	
	827.05	contributing to the delinquency or dependency of a child	
	827.071	negligent treatment of children	
*	843.01	sexual performance by a child resisting arrest with violence	
	Chapter 847	obscene literature	
<del></del>	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 full way	
	<u>.</u>	drug abuse prevention and control only if the offense was a felony person involved in the offense was a minor	or if any othe
<del></del>	Section 985.4045	sexual misconduct in juvenile justice programs	
Explanation: (F	Provide details of any items in	nitialed above. Attach another sheet if necessary.)	
Description		Dates	
		<u> Duico</u>	
			<del></del>
The above state	ments are true and comple	ete to the best of my knowledge. INITIAL:	<u> </u>
<del>*************************************</del>			
charges i	under the provisions of ion. I also affirm that	m that I have not been charged, found guilty or entered a ple contest), regardless of the adjudication, to any of the foregoi of the Florida Statutes or under any similar statute of another I do not have a delinquency record that is similar to any of the	ng
1	a d OM		
-21/1/1	Applicant's Signa		
		Date	
		<u>OR</u>	
		<u>OK</u>	<del></del>
and true v	This charges, acis in t	re that my record may contain one or more of the foregoing offences and that the explanation I have provided is complet the above charges under the provisions of the Florida Statute other jurisdiction.	
	Applicant's Signature	e Date	-   .
L			ļ.



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001351

DATE : 01/30/2008

# CONTRACT INFORMATION Active

ANDRE1162690208523200A

NAME :

ANDRE, CAROLINE

**VENDOR CODE:** 

ANDRE116269

INSTRUCTOR:

CHEERLEADING

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

CHEERLEADING

CONTRACT DATE :

01/29/2008

START DATE :

02/11/2008

END DATE :

04/13/2008

CONTRACT AMOUNT :

616.00 REVENUE AMOUNT:

616.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

616.00 AMOUNT LEFT :

616.00

ASSIGNED CATEGORIES:

CHEERLEADING

22.00 CLASS

A Company of the Comp	RECREATION	SERVICES	
ACCOUNT: 0001-580-5232-3422	VENDOR CODE:	CONTRACT:	
	VENDOR CODE: VC-116269		$\Delta$
MC: OFC PS: O	19c cc: X	( CA: () . DD: (	
			<i>"  </i>

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

This Agreement is made as of the **29** day of **2008**, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **Caroline Andre**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth and Teen Basketball Cheerleading Coach program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 11, 2008</u> and will meet thereafter with the termination date of this agreement being <u>April 13, 2008</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$15.00 per participant. Revenue Account No. 0001-580-5232-4721-09.

## 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 <u>Six Hundred and Sixteen Dollars</u>(\$ <u>616.00</u>). 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 \$22.00 per or \_\_\_\_\_% of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Youth and Teen Basketball Cheerleading Coach.
- b. Name of class or activity: Youth Basketball League.
- c. Day(s)/Date(s) Scheduled: Tuesdays & Saturdays 2/11/08 4/12/08.
- d. Time Scheduled: <u>Tuesday 6 7 pm & Saturday 11am 1pm.</u>
- e. Location: Westgate Park and Recreation Center.
- f. A minimum of <u>10</u> and a maximum of <u>20</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

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

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

11.	<b>County Representative:</b>	The County	Representative f	or this	CONTRACT	is:

Carlos Morales PH: 561-694-5455

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

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

and if sent	to th	ne COI	NTRA	CTOR	shall	be mailed	d to:
വാധ പായവ	10 11	16 001	1110	$\cdots$	JIII		,

CONTRACTOR'S Name: Caroline André

1721

CONTRACTOR'S Address: 4731 Doleans, WPB +133415

CONTRACTOR'S Phone No. 561-313-6251

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

- 15. Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. <u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Manual Beale	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
SIGNATURE	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
10611	ali
SIGNATURE	SIGNATURE
Carlos Momles	Caroline Andre
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)
	Cheerleading Coach

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Onne Delicht
COUNTY ATTORNEY

3691 Oswego Avenue West Palm Beach, FI 33409 Ph (561) 233-1415 Fax (561) 233-1414

# Westgate Park & Recreation Center

# Memo

**To:** Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell – Facility Manager I

**Date:** January 23, 2008

Re: Cheerleading - Scope of Services

This memo is being sent to provide a description of services rendered for the Westgate Park & Recreation Center's Youth & Teens Cheerleading Program.

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will be held on Tuesdays from 6:00pm – 7:00pm and cheer time will be on Saturdays for two (2) hours during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played from February 16, 2008 thru April 12, 2008.

Caroline has on various occasions volunteered coaching cheerleaders for Westgate Park & Recreation Center's Sports Leagues. She has coached in the Fall of 2006 for the After-School Program, the Spring and Fall of 2007, Arena Flag Football and Basketball.



# PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

ne of Recreation Service Pro	vider/Sports Official	FEI/Social Security Number
Which service(s) are you	interested in providing? Cheer	leading
List prior work experien	ce in providing this service:	
Dates 7 - Dec 107 (Foot)	Agency/Company	<u>Representative</u>
Scope of Work		Contact #
Cheerleading Dastof ball	2006-2007	for 2 years food
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
Scope of Work		<u>Contact #</u>

(C).	Agency/Company	<u>Representative</u>
(C).		
. '		
	7	
Scope o	of Work	Contact #
· · · · · · · · · · · · · · · · · · ·		
		·
List any licens	es/certification/education you have completed r	elevant to providing this serv
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> Are you or any		<u>Location/Instructor</u>
<u>Dates</u> Are you or any	License/certification/education  y of your employees related to anyone employed n Department?	<u>Location/Instructor</u>
Dates  Are you or any and Recreation  → Yes	License/certification/education  of your employees related to anyone employed  Department?	<u>Location/Instructor</u>
Dates  Are you or any and Recreation  → Yes	License/certification/education  y of your employees related to anyone employed n Department?	<u>Location/Instructor</u>
Dates  Are you or any and Recreation  → Yes	License/certification/education  of your employees related to anyone employed  Department?	Location/Instructor
Dates  Are you or any and Recreation  → Yes	License/certification/education  of your employees related to anyone employed  Department?	<u>Location/Instructor</u>



MAIL TO:

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

TELACE TIFE ON FRINT IN BEACK INC				
[ ] New Registration [ ] Change of Information				
Headquarters (Legal Name) of Company: (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.)				
Type of Business Entity (check one):  [ ] Individual [ ] Sole Proprietorship [ ] Partnership [ ] Corporation [ ] Other				
Business Commodity Offered (check one):  [ ] Goods Only [ ] Services Only [ ] Goods and Services				
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 041-86-6186				
1. Please list below your Headquarters address information:				
Address: 4731 D Orleans Court				
City: West Palm Beach State/Province: Fl				
Zip/Postal Code: 33415 Country: USA.				
Main Phone Number: 561-313-625				
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:				
2. Please list below your <u>Payment Address/Accounts Receivable Department</u> information addresses if necessary, or check here if Same as Headquarters:				
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:				

addresses if neces	our <u>Order Processing Department</u> information and attach additionalssary, 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)
ontact Phone Number:	Alternate Phone Number:
ontact Fax Number:	Alternate Fax Number:
	onal License Number:
ist Others: Type:	Number:
Type:	Number:
are Related to Pair	cers or Principals Who Are Palm Beach County Employees or m Beach County Employees:  Position/Title: Position/Title:
. List Company Offic	
ame:	Position/Title:
ame:	Position/Title:
ame:	Position/Title:
Minority-Owned Bu	in being Certified as a Small Business Enterprise or a usiness? []YES []NO on, please contact the Palm Beach County Office of sistance at (561) 616-6840
Affix Authorized Si	
ignature:	Date: 1/7/07.



# Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 541-86-6106
Full Name (print) <u>Carolini Andre</u> Sex F Race Black
Date of Birth $1/13/76$ . Driver's License No. $473/14536-101-76-513-0$
Address 4731 D Offers Count
City West Palm Beach State II Zip 33415-
I, Onolin , authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
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 of 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: Caro lin Andri Date: 1/13/76
Signature:
্রেন্টা

# 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: <u>Caroline</u> And

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 4	94.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
	78	82.04	murder
<u></u>	78	82.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
	. 78	82.071	vehicular homicide
	. 78	32.09	killing an unborn child by injury to the mother
	78	34.011	assault, if the victim of offense was a minor
	78	34.021	aggravated assault
	78	34.03	battery, if the victim of offense was a minor
	78	34.045	aggravated battery
	78	37.01	kidnapping
	78	37.02	false imprisonment
		37.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
<del></del>		37.04(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
		0.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
·	79	00.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
		4.011	sexual battery
	79	4.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter 79	)6 · `	prostitution
	Section 79	8.02	lewd and lascivious behavior
	Chapter 80	0	lewdness and indecent exposure
	Section 80	6.01	arson
	Chapter 81	2	felony theft and/or robbery
	Chapter 80 Section 80 Chapter 81 Sections 81	7.563	fraudulent sale of controlled substances, if the offense was a felony
	82	5.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	82	5.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult

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	exploitation of disabled adults or elderly persons, if the offense was a felony incest child abuse, aggravated child abuse, or neglect of a child 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 ot
	person involved in the offense was a minor  Section 985.4045 sexual misconduct in juvenile justice programs
Ex	planation: (Provide details of any items initialed above. Attach another sheet if necessary.)
<u>De</u>	<u>Dates</u>
<del>-</del> -	
The	above statements are true and complete to the best of my knowledge.  INITIAL:
	By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.
	Applicant's Signature  12/20/07  Date
ı	
ſ	<u>OR</u>
	By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar stature of another jurisdiction.
	Applicant's Signature Date
	Date



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001349

DATE : 01/29/2008

### **CONTRACT INFORMATION** Active

BANF000102085204 H

NAME :

BANFIELD, AARON

VENDOR CODE:

BANF0001

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

01/28/2008

START DATE :

02/01/2008

END DATE :

02/04/2008

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

**ASSIGNED CATEGORIES:** 

WHEELCHAIR RUGBY

35.00 GAME

RECREATION	N SERVICES
ACCOUNT: 0001-680-5204-3422 VENDOR CODE: BANFOOD	V / / / / / / / / / / / / / / / / / / /
MC: (W) PS: CC:	$\bigcirc$ CA: $\bigcirc$ $\bigcirc$ $\bigcirc$ $\bigcirc$ DD: $\bigcirc$

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

This Agreement is made as of the **28** day of **4000**, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Aaron Banfield</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>February 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>February 4, 2008</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): 400.00 per team. Revenue Account No. 0001-580-5204-4721.

### 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 <u>six hundred Dollars (\$ 600.00)</u>. 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 \$35.00 per game or n/a % of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Rugby Official .
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: February 1- February 3, 2008 .
- d. Time Scheduled: 9am- 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with \_7\_ days notice of all schedule conflicts/changes.
- CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 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 <u>Leisure Times</u> and public service announcements.

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

Nick Priolo		/FA4\	966-7020	
KIIOV LIDOIO	DH.		. UKK / 11 / 11	
INICKTHUD	F11.	1301	JOURIUZU	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: <u>Aaron Banfield</u>.

CONTRACTOR'S Address: 6313 Eagle Point Drive, Liberty Township, Ohio 45011 .

CONTRACTOR'S Phone No. \_\_(561) 436-4351 \_\_.

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Mann/ Beall	Gertie
Alaració Barla	DEPARTMENT DIRECTOR /ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Sully a m July	Con Pr
SIGNATURE · V	SIGNATURE
NAME (TYPE OR PRINT) Dorea han Services	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO TUNA AND
LECAL Melant
COUNTY AT ONTHY

### Scope of Service Wheelchair Rugby Tournament Aaron Banfield

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

•	vider/Sports Official	
Which service(s) are you	interested in providing? Quank	564
List prior work experien	ce in providing this service:	
<u>Dates</u>	Agency/Company	Representative
<sup>(A).</sup> 1/07	PBC PAR	
1/06		
1605		
Scope of Work	· <b>C</b> A	Contact #
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<u> </u>		
<u>Dates</u>	Agency/Company	<u>Representative</u>
(B).	Agency Company	Representative
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Scope of Work		Contact #

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	Scope of W	<u>'ork</u>				Contact #	
List a	ny licenses/c				l relevant to pr	oviding this sen	
	<u>Dates</u>	Lic	ense/certificat	ion/education	<u>Loc</u>	ation/Instructor	
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Are y	Dates  Ou or any of Recreation Decider	your employee epartment?	ense/certificat	ion/education	D.Ra	ation/Instructor	



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 373-90-4736
Full Name (print) ARLON BANGE()  Sex_Race_
Date of Birth 12(5(76 Driver's License No. Te 287614 (ob. o license)
Address 6313 Eagle Pton
City Liberty Two State OH Zip 45061
I, Ares barfeld, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
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: AARON Banfield Date: 1/13/08
Signature:

# 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: AARON BANFIELD

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:

<u> </u>	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
	Sections		adult abuse, neglect, or exploitation of aged person or disabled adults
·	occuons	741.30	domestic violence and injunction for protection (defined in 741.28) means any
		741.50	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		700.04	family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			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
		750.115(20)	school property
		794.011	sexual battery
		794.011	prohibited acts of persons in familial or custodial authority (former)
	C1		prostitution
	Chapter		lewd and lascivious behavior
	Section		
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

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		napici 693	nerson involv	revention and controved in the offense wa	ol only if the offense wa	is a felony or it any	other
	S	ection 985.4045		nduct in juvenile jus			
		200001 203.1013	SCAUGI IIIISCOI	iduct in juvenine jus	nce programs		
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	charges und	er the provisions	of the Florida S	Statutes or under	any similar statute	of another	
	jurisdiction.	I also affirm tha	at I do not have	a delinquency re	cord that is similar	to any of these	1.
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001350

DATE : 01/29/2008

**CONTRACT INFORMATION** Active

DAVIS577802085204 A

NAME :

DAVIS, CYNTHIA

VENDOR CODE:

DAVIS5778

INSTRUCTOR:

ART INSTRUCTOR

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

ART CLASS

CONTRACT DATE :

01/28/2008

START DATE :

02/25/2008

END DATE :

05/28/2008

CONTRACT AMOUNT :

780.00 REVENUE AMOUNT:

780.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

780.00 AMOUNT LEFT :

780.00

**ASSIGNED CATEGORIES:** 

ART INSTRUCTOR

60.00 CLASS

77	Established State of	RECREATION :	SERVICES	
ACCOUNT: 0001—	580-5204-5250 VEND	OOR CODE: VC000000		$\Delta L^{2}$
MC: CYLY	PS:	CC:	CA: a CH	DD: (   N /

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

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

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) <u>Art program</u>, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 25, 2008</u> and will meet thereafter with the termination date of this agreement being <u>May 28, 2008</u>.
- 2. <u>Fees</u>: 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): <u>70.00</u> per <u>Person</u>. Revenue Account No <u>0001-580-5204-4721.09</u>.

### 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 <u>seven hundred and eighty dollars</u> (\$780.00). 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 \$60 per or NA % of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Cynthia Davis.
- b. Name of class or activity: Art Class
- c. Day(s)/Date(s) Scheduled: <u>2/25/08, 2/28/08, 3/03/08, 03/06/08, 03/10/08, 03/17/08, 03/24/08, 03/31/08, 04/07/08, 04/10/08, 05/05/08, 05/12/08, 05/19/08.</u>
- d. Time Scheduled: 6:00 p.m-8:00p.m
- e. Location: CMAA Therapeutic Recreation Complex.
- f. A minimum of <u>24</u> and a maximum of <u>45</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity

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

### 9. Performance:

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

10.	<b>Exhibits:</b> 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:
	Renata Watson PH: (561) 966-7022 .
12.	<u>Indemnification</u> : The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	<u>Notices</u> : All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
	Director of Recreation Services Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461
	and if sent to the CONTRACTOR shall be mailed to:
	CONTRACTOR'S Name: Cynthia Davis
	CONTRACTOR'S Address: 1410 9th Street West Pam Beach FL, 33401.
	CONTRACTOR'S Phone No. (561) 236-8696
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.	<u>Availability of Funds</u> : The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16.	<u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17.	<u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287 133(3)(a)

19. <u>Severability:</u> If any term or provision of this Agreement, or the application thereof to any person or circumstances

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.

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

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

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

Many Balle	PALM BEACH COUNTY Leccare
NAME (TYPE OR PRINT)  SIGNATURE  Beale	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS  SIGNATURE	INDEPENDENT CONTRACTOR  SIGNATURE  INDEPENDENT CONTRACTOR
DONNELL C. MOSES NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne Johnsont

### Scope of Service Pottery Class Cynthia Davis

A pottery class will be conducted by an artist. The instructor will teach the students the fundamentals of pottery and help instruct them to create a design with the clay.

Skills to be taught include: how to create your design with the clay, how to roll clay and proper techniques each person should use to paint their project.

Equipment: 50lbs of clay, sponges, pottery tools, tables, chairs and paint.



## PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

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which service(s) are you	in interested in providing? 4KD	Mariana de la composición del composición de la
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List prior work experier	nce in providing this service:	
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	Agency/Company	Representative  Contact #

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Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 267,65,5235

Full Name (print) Cynthia Ann Davis Sex F Race B
Date of Birth 5.19.61 Driver's License No. D120-101-61-679-0
Address 1410 9th Street
City West Palm Beach state St. zip 33401
I, <u>Cynthia</u> <u>DAVIS</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
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: Cyn Thia Davis Date: 1.15.08
Signature: Mo, Ceptum Dans

# 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: Cynthia Ann Davis
Please print complete nam

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		adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
-		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
<u> </u>		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
<del></del> .		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
	•	794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		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 officers were full made if
		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
		sexual infoonduct in Juvenile Justice programs
Exp	planation: (Provide details of any items initiation)	aled above. Attach another sheet if necessary.)
		and the state of t
Des	<u>scription</u>	<u>Dates</u>
	:	
The	ahove statements are true and complete	to the heat of the last of the
1110	e above statements are true and complete	to the best of my knowledge.  INITIAL:
***********		
	By signing this section Laffirm	that I have not have about 1 County 11
	by signing this section, I amilli	that I have not been charged, found guilty or entered a plea of
	guilty or noto contendere (no co	ontest), 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.	de d
	Man N A	
	1 D. Cinhan	ma 1,15,08
	Applicant's Signati	ure Date
	i ipproduk s signat.	Date
		<u>OR</u>
	Decoiomina this and the	
	By signing this section, I declare	that my record may contain one or more of the foregoing
	Disqualifying charges, acts or of	ffences and that the explanation I have provided is complete
	and true with regard to any of th	e above charges under the provisions of the Florida Statutes or
i	under any similar stature of anot	her jurisdiction
	i i i i i i i i i i i i i i i i i i i	Jerronioni.
	Applicant's Signature	Date
	Transfer	Date



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001352

DATE: 01/30/2008

# CONTRACT INFORMATION Active

ANDR00200208530200J

Certificate of Insurance

NAME :

ANDREWS, GORDON

VENDOR CODE:

ANDR0020

INSTRUCTOR:

USA HEAD SWIM COACH

ACCOUNT NUMBER :

0001-580-5302-00-3422

LOCATION:

LAKE LYTAL FAMILY AQUATIC CENTER

PROGRAM:

SWIMMING

CONTRACT DATE :

01/18/2008

START DATE :

02/01/2008

END DATE :

01/31/2009

CONTRACT AMOUNT :

70,000.00 REVENUE AMOUNT:

70,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

70,000.00 AMOUNT LEFT :

70,000.00

ASSIGNED CATEGORIES:

USA HEAD SWIM COACH

0.80 PCT

ACI		AQUATICS  580-5302-3422 VENDOR CODE:  ANDROORO CONTRACT:  PS: CC: V CA: Q, PH; DD: DHL
	0	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
		t is made as of the 18 day of 1000, 2008, by and between the Board of County Commissioners of county, Florida, hereinafter referred to as the "COUNTY" and Gordon Andrews, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
		WITNESSETH:
cor		EAS, the COUNTY desires to make available (a) (an) <u>USA Swimming program</u> , and desires to NTRACTOR to provide a specific service for that program; and
pro	WHERE oviding said pr	EAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to rogram.
and	NOW TI	HEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY FOR hereby agree as follows:
1.	Term: The date of this a	class, activity or service will begin on <u>February 1</u> , <u>2008</u> and will meet thereafter with the termination agreement being <u>January 31</u> , <u>2009</u> .
2.	charges from	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$40.00-\$85.00 pant per month Revenue Account No. 001-580-5302-4724-02
3.	Payments T	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 <a href="Seventy Thousand Dollars">Seventy Thousand Dollars</a> (\$ 70,000). 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 \$N/A or80% of the paid enrollment fees for the class or activity.
4.	Specific De	tails:
	a.	Type of service/instructor: USA Competitive Head Swim Coach
	b.	Name of class or activity: <u>USA Competitive Swimming Team</u> .
	<b>C.</b>	Day(s)/Date(s) Scheduled: Monday-Saturday per the attached schedule
	d.	Time Scheduled: Various per the attached schedule
	e.	Location: Lake Lytal Family Aquatic Center
	f.	A minimum of <u>60</u> and a maximum of <u>150</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.
- 10. **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 Represer	ntative: The County Represen	tative for this	CONTRACT is:	
Jason Walsh,	Facility Manager	PH:	561-684-2685	·

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

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

and it	sent	to the	CONTRAC	TOR shall	be mailed to:
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CONTRACTOR'S Name:G	ordon Andrews	<u>-</u>
CONTRACTOR'S Address: 5	448 Berry Biossom Way E, WPB, FL 33415	· · · · · · · · · · · · · · · · · · ·
CONTRACTOR'S Phone No.	_561-689-7120	

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
March Beale	Minnis Tullem
SIGNATURE	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
Nancy Beale	Marie
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT, CONTRACTOR
Jasm Welsh	Hordon (mall/2
SIGNATURE	SIGNATURE 1 1HEAD
Jason Walsh	SIGNATURE HEAD HEAD
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

### **SCOPE OF SERVICES**

The basic requirements for the USA Swimming Head Coach (CONTRACTOR) are as follows:

#### A. Scope of Work

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive swim programs. CONTRACTOR must organize and supervise the competitive swim program as well as instruct and train the participants in competitive swimming. CONTRACTOR is responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming; and technical instruction of competitive swimmers. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions. CONTRACTOR will supervise swimmers at practices and meets; will oversee the entry of swimmers in sanctioned USA competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming. The COUNTY will pay for the annual membership to USA swimming upon receipt of the invoice sixty days prior to due date.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for all ages and skills levels.

Perform the services set forth herein in a competent, professional, safe and responsible manner with full regard for the safety of the participants as well as for the facility.

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. Prior to swimmers entering the water perform a water test with facilities test kit for chemical levels in the water, if chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, swimmers should not enter the pool. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe or as directed by the Facility Manager or designee.

CONTRACTOR shall follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Special Facilities and Beaches Division Director as outlined in Exhibit A.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

Contractor will conduct team practices only with the supervision of Palm Beach County Pool Lifeguards on stand.

Contractor will adhere to the practice schedule agreed upon in advance by the Facility Manager unless arrangements have been made for special needs or events.

CONTRACTOR will provide a service capable of responding to public questions, program information and membership details.

CONTRACTOR will provide the facility manager with 14 days notice of all anticipated conflicts, schedule changes,

and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

CONTRACTOR will work with and maintain open dialogue with the facility manager, liaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by attending scheduled meetings and in general daily interaction.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

CONTRACTOR and CONTRACTOR'S staff shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide the facility manager with a list of registered USA Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month. The COUNTY will provide assistance by collecting delinquent payments from participants.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-93-164-D)

#### B. Use of Premises

The facility, when permitted by the COUNTY for the CONTRACTOR for the USA Swimming competitive program shall not be permitted by the Contractor, for use to any other organization or group during their permitted time.

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

Ensure proper use and care of all equipment by CONTRACTOR, CONTRACTOR'S staff, and program participants.

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the facility each morning in conjunction with scheduled facility staff for the USA Swimming competitive program when utilizing the facility prior to the facility's opening to the general public. The CONTRACTOR shall also close and secure the facility each evening in conjunction with scheduled facility staff if the program conclusion is after operational hours.

The Parks and Recreation Department will provide a work area for the Head Coach to utilize during USA Swimming program hours.

CONTRACTOR will inform the facility manager immediately of any equipment malfunction or failure.

The Parks and Recreation Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the COUNTY authorizes its reopening.

#### C. Personnel

The CONTRACTOR will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relations concerns of the COUNTY. CONTRACTOR'S staff and pool staff will be crossed trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with facility management and staff, contributing to the harmony and productivity of the unit.

### D. Program Fees & Charges

The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all program fees and charges from participants. All program fee and charges payments will be made payable to: **Board of County Commissioners.** The COUNTY will provide the CONTRACTOR with weekly reports updating participant's payment status. CONTRACTOR shall assist COUNTY with the collection of fees.

Any and all monthly program rate change must be approved in writing in advance by the Director of the Parks and Recreation Department.

### E. Payments To Contractor

Payment shall be made to the CONTRACTOR by the COUNTY when invoiced but no more than once every two weeks per the approved payment proposal. Payments will be made only for the current month of services, there will be no advanced payment of services.

#### F. Role of Parents' Organization

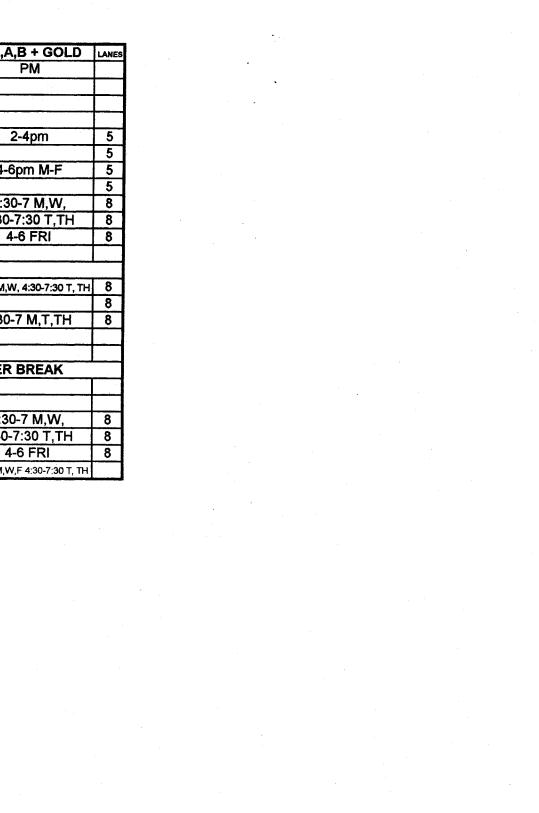
The Parents' Organization is established to support the general swim team in all its activities, such as the hosting of swim meets, award banquets, team social outings, the purchase of team uniforms, the coordination of team travel to away meets and fundraising events. The Parents' Organization is governed by an elected Board of Directors. General membership to the organization is open to parents of age-group participants in the swim program. The Parents' Organization should annually prepare a budget for general team needs and home pool team activities that benefit the team as a whole.

### G. Role of Head Coach with Parents' Organization

The Head Coach is an independent contractor with Palm Beach County, and as such, is not permitted to be a member, voting or non-voting, of the Parents' Organization. The role of the coach is to provide training to participants, recommend equipment purchases which will enhance the program, and to recommend swim meets and other similar competitive or fund raising opportunities to the Board of Directors. The Head coach or other coaching staff may not influence, intimidate, or compellingly request involvement with the organization through verbal or written materials.

### 2008 LAKE LYTAL LIGHTNING POOL USAGE/SCHEDULE

	RED	LANES	BRONZE	LANES	SILVER	LANES	SENIOR AAAA,A	AA,AA,A,B + GOLD	LANES
							AM	PM	
DECEMBER 21-JAN. 13	OFF		OFF					1	
DECEMBER 22-JAN. 6	OFF		OFF		OFF				
DECEMBER 22-DEC. 30	OFF		OFF		OFF		OFF		<del>                                     </del>
DEC. 31-JAN. 4	OFF		OFF		OFF		6-8am	2-4pm	5
	OFF		OFF		OFF		SAT. 6-8am		5
JAN. 7-12	OFF		OFF		OFF		5:15-6:30am M,W	4-6pm M-F	5
	OFF		OFF		OFF		7-9am Sat.		5
JANUARY 13-April 4th	4:30-5 T-F	4	5:30-6 T-F	5	4:30-6:30 M-F 7:15-9:15 SAT.	5	5:15-6:30am T,TH	4:30-7 M,W,	8
					7:15-9:15am SAT.	5	6:30-9:30am SAT.	4:30-7:30 T,TH	8
			•					4-6 FRI	8
APRIL 5-13					LLL SPRING BRI	EAK			
APRIL 14-JUNE 7	4:30-5 T-F	4	5:30-6 T-F	5	4:30-6:30 M-F 7:15-9:15 SAT.	5	M-W 5:15-6:30am SAT, 6:30-9am	4:30-7 M,W, 4:30-7:30 T, TH	8
									8
JUNE 7-JULY 27	9-9:30am T-F		9:30-10:30am T-F	4	4:30-6 M,W	5	M-FRI. 6-8:30	4:30-7 M,T,TH	8
	4:30-5pm T-F		5-6pm T-F	5	7:30-9 T,TH,F,Sat.	5			
JULY 28-AUG 3	END OF	SUN	IMER BREAK						
JULY 28-AUG 10					END OF SUMMER BRE	AK	END OF S	UMMER BREAK	
AUG. 4-AUG. 16	4:30-5 T-F	4	5:30-6 T-F	5					
								· · · · · · · · · · · · · · · · · · ·	
AUG. 11-NOV. 14					4:30-6:30 M-F	5	M-W 5:15-6:30am	4:30-7 M,W,	8
AUG. 18-NOV. 8	5-5:30 T-F	4	5:30-6:30 T-F	5	7:15-9:15am SAT.	5	SAT. 6:30-9am	4:30-7:30 T,TH	8
NOV. 9-DEC. 20	4:30-5 T-F	4	5:30-6 T-F	5	5-6:30pm 7:15-9:15 SAT.	5		4-6 FRI	8
NOV. 17-DEC. 20							SAT. 7-9:30am	4:30-7 M,W,F 4:30-7:30 T, TH	





SUMMARY OF QUALIFICATIONS TEMPORARY RECREATION INSTRUCTORS Social Security Number NOREWS Name of Recreation Service Provider 1. Which service (s) are you interested in providing? Swim Conca, STAFF EQUIPMENT) Supervisor THEM 2. List prior work experience in providing this service: <u>Dates</u>
<u>Agency/Company</u>

MARCH 1996-CURRENT USASWIM COACH **Dates** Agency/Company **Supervisor** Supervisor <u>Dates</u> Agency/Company 3. List any training or education you have completed relevant to providing this service. School/Training Location
TEACHE/2 **Instructor** CERTIFIED ASCA LEVEL

4. Are you related to anyone employed by the Palm Beach County Parks and Recreation Department?

• Yes (No) If yes, give name and relationship.



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 111-50-0761

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:

Signature:

\_\_Date:\_

1708 J



SURED AKE L'SA SWINDON	ox 32712  x, AZ 85064-2712  YTAL LIGHTING imming etal Incl Local		ALTER TH		ALE DOES NOT AME	IE CERTIFICATE ND, EXTEND OR			
SURED AKE L' SA Sw: ORDON	YTAL LIGHTING		1	E COVERAGE A	AFFORDED BY THE PO	DLICIES BELOW.			
AKE LESA SWEET ORDON				INSURERS AFFORDING COVERAGE					
SA Swi DRDON 148 BI			INSURER A: Lex	ington Insura	nce Company				
48 B		Swimming Committees	INSURER B: Mut	ual of Omaha	Insurance Company				
	ANDREWS ERRY BLOSSOM WAY E		INSURER C:						
	ALM BEACH, FL 33415-444	.2	INSURER D:						
			INSURER E:						
THE P ANY F MAY F	REQUIREMENT, TERM OR CONI PERTAIN, THE INSURANCE AFFO	D BELOW HAVE BEEN ISSUED TO THE DITION OF ANY CONTRACT OR OTHE DRDED BY THE POLICIES DESCRIBED VN MAY HAVE BEEN REDUCED BY PAII	R DOCUMENT WITH HEREIN IS SUBJECT	H RESPECT TO WI	HICH THIS CERTIFICATE N	MAY BE ISSUED OR			
SR IR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	s			
_	NERAL LIABILITY	390 4890	01/01/08	01/01/09	EACH OCCURRENCE	\$ 2,000,000			
x	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000			
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ EXCLUDED			
х	Participant Legal				PERSONAL & ADV INJURY	\$1,000,000			
X	Liability Included				GENERAL AGGREGATE	\$ 4,000,000			
GEI X	N'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000			
AU.	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$			
	ALL OWNED AUTOS	• .			BODILY INJURY (Per person)	\$			
	HIRED AUTOS	·			BODILY INJURY (Per accident)	\$			
					PROPERTY DAMAGE (Per accident)	\$			
GA	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	s			
	ANY AUTO				OTHER THAN AUTO ONLY:  AGG				
A EX	CESS LIABILITY	1016935	01/01/08	01/01/09	EACH OCCURRENCE	\$3,000,000			
x	1 <u> </u>				AGGREGATE	\$6,000,000			
	7					\$			
-	DEDUCTIBLE					\$			
	RETENTION \$	<u> </u>			WC STATU- OTH-	\$			
	DRKERS COMPENSATION AND IPLOYERS' LIABILITY				TORY LIMITS   LER				
					E.L. EACH ACCIDENT	\$			
					E.L. DISEASE - EA EMPLOYEE				
OT	HER		+		E.L. DISEASE - POLICY-LIMIT	1.9			
B XS	ACC MED/DENTAL	T5MPSP35054	01/01/08	01/01/09	Maximum	\$ 25,000 \$ \$			

### ATTACHMENT TO USA SWIMMING CERTIFICATE

### ADDITIONAL NAMED INSUREDS:

It is agreed that the following persons or organizations shall be defined as an Additional Named Insured. Furthermore, the Additional Named Insured shall be included under the Persons Insured section of this policy as an Insured, solely as respects to liability arising from insured activities.

- **a.** United States Swimming, Inc., clubs and seasonal clubs which athletes or participants and coaches are members of United States Swimming, Inc.
- b. United States Swimming, Inc., member(s) and volunteer(s) while acting at the direction of, and within the scope of their duties for a Named Insured. However, none of these member(s) and volunteer(s) are insured for Personal Injury and Advertising Injury.

### ADDITIONAL NAMED INSURED - INSURED ACTIVITIES:

The insurance afforded by this policy applies to any Additional Named Insured for insured activities. Insured activities are defined as:

- a. Swimming meets that have been issued a written meet sanction or a meet approval;
- b. Swimming practices, dry land training activities and learn to swim programs where all swimmers and/or participants are members of United States Swimming, Inc. and which are conducted under the direct and active supervision of a member coach;
- c. United States Swimming, Inc. Swim-A-Thons ®;
- d. Approved social events and approved fund raising activities;
- e. Swimming Tryouts.

Meet sanction is defined as a permit that has been issued by a Local Swimming Committee to a US Swimming, Inc. group member to conduct a meet in conformance with all United States Swimming, Inc. rules.

Meet approval is defined as a permit issued by a Local Swimming Committee for meets conducted in conformance with United States Swimming, Inc. technical rules in which both member and non members may compete.

Member coach is defined as a coach member of United States Swimming, Inc. who has complied with safety training required by United States Swimming, Inc.

Approved social events and approved fund raising activities are events and activities for which an Additional Named Insured has received approval from Risk Management Services, Inc.

Swimming Tryouts are defined as swimming practices where a swimmer(s) who is not and who has never been a member of United States Swimming, Inc. participates with a United States Swimming, Inc. club or seasonal club, for a period not to exceed thirty consecutive days in a twelve month period to determine the swimmer's interest in becoming a member of United States Swimming, Inc.

Dry land training activities are defined as weight training, running, calisthenics, exercise, machine training and any other activity for which an Additional Named Insured has received approval from Risk Management Services, Inc.

## ATTACHMENT TO USA SWIMMING CERTIFICATE

POLICY NUMBER: 390-4890

**COMMERCIAL GENERAL LIABILITY** 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSUREDS - BLANKET OWNERS AND/OR LESSORS OF PREMISES

The policy is amended to include as an Additional Insured any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the Additional Insured by us or on our behalf, but only with respect to liability arising out of insured activities by a Named Insured or an Additional Named Insured.

Additional Insured is defined as owners and/or lessors of premises leased, rented or loaned to a Named Insured or an Additional Named Insured.

The insurance afforded with respect to an Additional Insured by this endorsement is subject to the following additional exclusions:

- a. This insurance applies only to an occurrence which takes place while the Named Insured or Additional Named Insured is utilizing the premises;
- b. This insurance does not apply to an **occurrence** arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an **Additional Insured**;
- c. This insurance does not apply to an **occurrence** arising out of or related to any design defect or maintenance of the premises by or on behalf of an Additional Insured;
- d. This insurance does not apply to any occurrence which is caused by the negligence of the Additional Insured.

Effective Date: The effective date of this endorsement shall be the issue date of the certificate to which it is attached.

## 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: GERDON HOREW

Please print complete name

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

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

	Section	ns 393.135	relating to sexual misconduct with certain developmentally disabled clients
-		394.4593	relating to sexual misconduct with certain mental Health patients
-	Section	ns 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
-	Scotto	741.30	domestic violence and injunction for protection (defined in 741.28) means any
-		741.50	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		782.04	family or household member murder
-	<del></del> .	782.07	
		702.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		782.071	aggravated manslaughter of a child
_		782.071 782.09	vehicular homicide
-		782.09 784.011	killing an unborn child by injury to the mother
-		784.011	assault, if the victim of offense was a minor
-			aggravated assault
-		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
-		787.01	kidnapping
-	<del></del>	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)	
_	<del></del>	707.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		700 115(1)	child at a custody hearing or delivering the child to the designated person
-	<del></del>	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
-	<del> </del>	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
		794.011	sexual battery
-	<del></del>	794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapt		prostitution
_	ο	on 798.02	lewd and lascivious behavior
-	Section   Chapt		lewdness and indecent exposure
	Section		
	Section		arson
			felony theft and/or robbery
-	Section	825.102	fraudulent sale of controlled substances, if the offense was a felony
-			abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
_		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	contributing to the negligent treatment sexual performance resisting arrest we obscene literature encouraging or redrug abuse prevences involved	nce by a child vith violence e ecruiting another to jo	endency of a child  oin a criminal gang y if the offense was ninor	a felony or if any othe	r
Explanation: (Pro-	vide details of any items ini	tialed above. Attach	another sheet if necessar	y.)		
Description			<u>D</u> a	ates		
		· · · · · · · · · · · · · · · · · · ·	<u> </u>		·	
		· 				
The above statement	ents are true and complet	te to the best of my	knowledge.	INITIAL:		*********
guilty or n	g this section, I affirm to contendere (no contendere (no conder the provisions on I also affirm that Applicant's Signal	coyltest), regardle of the Florida Star do not have a d	ess of the adjudicate tutes or under any	tion, to any of the similar statute o	e foregoing of another	
			<u>OR</u>			
Disqualify and true w	g this section, I declaring charges, acts or eith regard to any of the similar stature of and	offences and that the above charge	t the explanation I s under the provis	have provided is	s complete	
	Applicant's Signatur	æ		Date		

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001354

DATE : 01/31/2008

## CONTRACT INFORMATION Active

GIBSON1162270208523200A

NAME :

GIBSON, ARTHUR

VENDOR CODE:

GIBSON116227

INSTRUCTOR:

BASKETBALL REFEREE

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

BASKETBALL

CONTRACT DATE :

01/30/2008

START DATE :

02/09/2008

END DATE :

04/13/2008

CONTRACT AMOUNT :

665.00 REVENUE AMOUNT:

665.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

665.00 AMOUNT LEFT:

665.00

ASSIGNED CATEGORIES:

BASKETBALL REFEREE 17.50 GAME

	RECREAT	ION SERVICES	
ACCOUNT: 0001-580-5232-3422	VENDOR CODE:	CONTRACT:	
MC: ANAH PS:	Aar. cc:	(CA: 0.01	DD://W/
		***************************************	

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

This Agreement is made as of the **30** day of **400**, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **Arthur Gibson**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth & Teens Basketball League Referee program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 9, 2008</u> and will meet thereafter with the termination date of this agreement being <u>April 13, 2008</u>.
- 2. <u>Fees</u>: 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): <u>\$15.00 per participants</u>. Revenue Account No. <u>0001-580-5232-4721-09</u>.

## 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 <u>Six Hundred & Sixty-Five Dollars(\$ 665.00</u>). 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 \$17.50 per game or \_\_\_\_\_\_% of the paid enrollment fees for the class or activity.

## 4. Specific Details:

a. Type of service/instructor: Youth & Teen Basketball League Referee.



- b. Name of class or activity: \_ Youth & Teen Basketball League.
- c. Day(s)/Date(s) Scheduled: Saturday(s) 2/9, 2/16, 2/23, 3/1, 3/8, 3/15, 3/22, 3/29, 4/5, and 4/12.
- d. Time Scheduled: 11am 4pm.
- e. Location: Westgate Park and Recreation Center.
- f. A minimum of <u>28</u> and a maximum of <u>48</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

## 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.
- 10. **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.	<b>County Representative:</b>	The County	Representative for	r this CONTRACT	is:

Caulaa Manalaa	PH.	FO4 OO 4 F4FF
Carlos Morales	PH:	561-694-5455

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: A How Cubor

CONTRACTOR'S Address: 3728 Cherike AVE U.B. 8 F6 3340

CONTRACTOR'S Phone No. 511-503-8506

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

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

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

PALM BEACH COUNTY WITNESS  SIGNATURE  Read Read Read Read Read Read Read Read	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)  CONTRACTOR WITNESS	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)  INDEPENDENT CONTRACTOR
SIGNATURE Carlos Morales	EIGNATURE  De te les Andret Cinson
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

COUNTY ATTORNEY

# Westgate Park & Recreation Center Scope of Services

### Arthur Gibson

Arthur will be officiating youth & teens basketball for ages 8-15 years old. Games will be played on Saturdays beginning February 9, 2008 through Saturday, April 12, 2008 11:00am – 4:00pm.

Arthur has volunteered on several occasions officiating basketball & flag football games for youth & teens for the City of Royal Palm Beach & Greenacres (2002 & 2003).



## Palm Beach County/Parks and Recreation Department Westgate Park and Recreation Center

## Youth and Teen Basketball League

**Expenditure Report** 

Length of League 2/16/08-4/12/08

Youth: Information based on a (4) league format.

- Regular Season: (2) games a week x (7) weeks = 14 games
- Tournament: (3) games including championship game: (Held on 4/5 and 4/12)
- Scrimmages on 2/9/08: (2) games
- (19) total games per-league

Teen: Information based on a (4) league format.

- Regular Season: (2) games a week x (7) weeks = 14 games
- Tournament: (3) games including championship game: (Held on 4/5 and 4/12)
- Scrimmage on 2/9/08: (2) games
- (19) total games per-league

Officials Report

Basketball game total expenditure: 38 games x \$17.50 = \$665.00

Total: \$665.00



## PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	u interested in providing? Referee	
List prior work experie	nce in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). 2-4-05 Reter	ce youth basketball at	Rosal Palm Grena
	5 9-10 youth basketball F	, ,
***		
Scope of Work	i	Contact #
I was a Rofer	ice at - Ropal Palm Beach &	alethall sossen
	- W John Jane	
2004 - 2005 -	Counsler For south olive	1 1 200
VUITBUTER DALC	COURSIET TO SOUTH OLIVE	exemplary ochost could
<u>Dates</u>	Agency/Company	<u>Representative</u>
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
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	<u>Agency/Company</u>	<u>Representative</u>

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
<del></del>		
Scope of Work		<u>Contact #</u>
	ation/education you have completed r	
List any licenses/certifica <u>Dates</u>	tion/education you have completed r <u>License/certification/education</u>	elevant to providing this servi
<u>Dates</u>	License/certification/education  mployees related to anyone employed	Location/Instructor
Are you or any of your e	License/certification/education  mployees related to anyone employed ent?	Location/Instructor
Are you or any of your e	License/certification/education  mployees related to anyone employed ent?	Location/Instructor



Contractor Background Screening Consent/Release Form

Full Name (print) ARTHUR L GIBSON Sex M Race Black Date of Birth 1/- 5-83 Driver's License No. 6/25-052-83-405-0 Address 3788 Cherchee AVE W City West palm Beach State FL zip 33409 \_\_\_\_, 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. Date: 1-22-08

Applicant's Social Security Number 142-76-6677



MAIL TO:

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

[X] New Registration [ ] Change of Information
Headquarters (Legal Name) of Company: At that L C N SoN (Must match name to which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name: Arthur L Cobson
(List your D/B/A or fictitious name only if applicable.)  Type of Business Entity (check one):  [X] Individual [ ] Sole Proprietorship [ ] Partnership [ ] Corporation [ ] Other
Business Commodity Offered (check one):  [ ] Goods Only [ ] Services Only [ ] Goods and Services
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 142-76-0677
1. Please list below your Headquarters address information:
Address: 3728 Churchee AVE
City: W/85 palm Beach FL State/Province: FL
Zip/Postal Code: 33469 Country: MSA
Main Phone Number: <u>\$61 - \$63 - 8566</u>
Contact Name: A.J E-mail Address: Affichex 2003 & Asl. Com (E-mail Address may be used for Orders/Contracts)
Contact Phone Number: <u>561 Sus-0397</u> Alternate Phone Number: <u>561 - 541 - 498</u>
Contact Fax Number: Alternate Fax Number:
2. Please list below your <u>Payment Address/Accounts Receivable Department</u> information addresses if necessary, or check here if [ ) Same as Headquarters:  Address: 3728 Chenkee AVE Wee
City: west palm Beach State/Province: FL
Zip/Postal Code: 33uo Country:
Main Phone Number: 561-503-8506
Contact Name: A.J E-mail Address: Artic Plex 2003 & Avl. Com
Contact Phone Number: SLI-543-0397 Alternate Phone Number: SLI-541-4900
Contact For Number

الماما	addresses if necessary, or o		
	ess: 3728 Cherokee A		
ity:_	West palm Beach	State/Province: FC	
ip/Pc	ostal Code: <u>33409</u>	Country:	
	Phone Number: <u>56/-503-88</u>		
	ct Name: A.5	(E-mail Address may be used for	
onta	ct Phone Number: <u>%/- 543-6</u>	0397 Alternate Phone Number: SQ1-SU1-	4900
onta	ct Fax Number:	Alternate Fax Number:	17LIANIPAGA A A A A A A A A A A A A A A A A A A
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	Licenses and Certifications:	:	
	Beach County Occupational Licens act the Palm Beach County Tax Col		
st O	thers: Type:	Number:	
	Type:	Number:	
		Position/Title: Position/Title:	
	List Company Officials:		
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		Position/Title:	
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ıme:	Minority-Owned Business?	e contact the Palm Beach County Office of	
	Minority-Owned Business?  For more information, please Small Business Assistance	[ ] YES	Registration\
	Minority-Owned Business?  For more information, please Small Business Assistance and Affix Authorized Signature of the state of the sta	[ ] YES [ ] NO se contact the Palm Beach County Office of	

## 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:

Please print complete name

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

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

Section	s 393.135	
	394.4593	relating to sexual misconduct with certain developmentally disabled clients
Sections	s 415.111	relating to sexual misconduct with certain mental Health patients
	741.30	adult abuse, neglect, or exploitation of aged person or disabled adults
	741.20,()	domestic violence and injunction for protection (defined in 741.28) means any
a raping a conservation with the second state of	estations, e constituis a menore de la color de la color	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
		battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
garan and an analysis design of a	782.04	murder
	782.07	
10.00	Hitiy ka va Aug	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
ern ersk blivát	782.071	vehicular homicide
1 10 10 10 10 45 10	782.09	killing an unborn child by injury to the mother
- 300	784.011	assault; if the victim of offense was a minor
in the second of	784.021	<u> - 1일 - 1</u>
	784.03	battery, if the victim of offense was a minor
	784.045	aggravated battery
	787.01	kidnapping
The second section is a second second	787.02	false imprisonment
	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
	The second of th	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
er kowa	utwali la sikas	-school property: where is the enter was itside the books in the cross and a combine with i
- Marie W	794.011	sexual battery
Consideration	794.041	prohibited acts of persons in familial or custodial authority (former)
Chapter	The state of the s	prostitution
Section	and the state of t	lewd and lascivious behavior
Chapter		lewdness and indecent exposure
Section		arson
Chapter		felony theft and/or robbery
	817.563	fraudulent sale of controlled substances, if the offense was a felony
The state of the s	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
The state of the s	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

	827.03 827.04 827.05 827.071 843.01 Chapter 847	contributing to the d negligent treatment of sexual performance l resisting arrest with obscene literature	by a child violence	cy of a child	
10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Section 847.05(1) Chapter 893 Section 985.4045	drug abuse prevention person involved in the	iting another to join a control only if the e offense was a minor juvenile justice program	e offense was a felony	or if any oth
<u>Description</u>		Automotive above. Automotive another	<u>Dates</u>		
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he above stateme	nts are true and comple	ete to the best of my know	ledge. I	NITIAL: AG	
By signing guilty or no charges und	this section, I affir blo contendere (no der the provisions of	ete to the best of my know	n charged, found gu	ilty or entered a ple	ing
By signing guilty or no charges und jurisdiction offenses.	this section, I affir blo contendere (no der the provisions of all I also affirm that	m that I have not been contest), regardless of the Florida Statutes; I do not have a deline	cledge. I i charged, found gu f the adjudication, to or under any simila quency record that i	ilty or entered a plot any of the foregon ar statute of another is similar to any of	ing
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contract



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001353

DATE : 01/31/2008

## CONTRACT INFORMATION Active

JOHNS1065780208523200C

NAME :

JOHNSON, CARRENGTON

VENDOR CODE:

JOHNS106578

INSTRUCTOR:

BASKETBALL REFEREE

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

BASKETBALL

CONTRACT DATE :

01/30/2008

START DATE :

02/09/2008

END DATE :

04/13/2008

CONTRACT AMOUNT :

665.00 REVENUE AMOUNT:

665.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

665.00 AMOUNT LEFT:

665.00

**ASSIGNED CATEGORIES:** 

BASKETBALL REFEREE

17.50 GAME

	RECREATION	I SERVICES	
ACCOUNT: 0001-580-5232-3422	VENDOR CODE: JOHNS10657		
MC: ARC PS: A	EC CC:	CA: DD:	The state of the s
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## INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 30 day of 400, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and CARRENGTON JOHNSON , an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth & Teens Basketball League Referee program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- Term: The class, activity or service will begin on February 9, 2008 and will meet thereafter with the termination date of this agreement being April 13, 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): \$15.00 per participants. Revenue Account No. 0001-580-5232-4721-09.

### 3. Payments To Contractor:

- The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Six Hundred & Sixty- Five Dollars (\$ 665.00). 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
- The CONTRACTOR's fee shall be the sum of \$17.50 per game or \_\_\_\_\_ b. enrollment fees for the class or activity.

## 4 Specific Details:

- Type of service/instructor: Youth & Teen Basketball League Refere Colors Name of class or activity: Youth & Teen Basketball League Refere Colors of the State of a.
- b.
- Day(s)/Date(s) Scheduled: Saturday(s) 2/9, 2/16, 2/23, 3/1, 3/8, 3/15, 3/22, 3/29, 4/5, and 4/12. C.
- d. Time Scheduled: 11am - 4pm.
- Location: Westgate Park and Recreation Center. e.
- A minimum of  $\underline{28}$  and a maximum of  $\underline{48}$  paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with 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.	<b>Exhibits:</b> 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:
	<u>Carlos Morales</u> PH: <u>561-694-5455</u> .
12.	<u>Indemnification</u> : The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	<b>Notices</b> : 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: Carrengton Johnson
	CONTRACTOR'S Address: 17586 36th Ct- N
	CONTRACTOR'S Phone No. 501-201-9193
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.	<u>Availability of Funds</u> : The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16.	<u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17.	<u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18.	Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Vara Ball.	Minis Ishlino
SIGNATURE	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
lely	ament Julian
SIGNATURE	- SIGNATURE
Carlos Mordes	Carrengton Whoson Referee
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

nne Odelkant COUNTY ATTORNEY

# Westgate Park & Recreation Center Scope of Services

## Carrengton Johnson

Carrengton will be officiating youth & teens basketball for ages 8-15 years old. Games will be played on Saturdays beginning February 9, 2008 through Saturday April 12, 2008 11:00am – 4:00pm.

Carrengton has refereed various leagues at Westgate Park & Recreation Center such as youth and teen flag football (fall 2006 &2007) and basketball (spring 2007).



## Palm Beach County/Parks and Recreation Department Westgate Park and Recreation Center

## Youth and Teen Basketball League

Expenditure Report

Length of League 2/16/08-4/12/08

Youth: Information based on a (4) league format.

- Regular Season: (2) games a week x (7) weeks = 14 games
- Tournament: (3) games including championship game: (Held on 4/5 and 4/12)
- Scrimmages on 2/9/08: (2) games
- Evaluation Game (1)
- Twenty (20) total games per-league

Teen: Information based on a (4) league format.

- Regular Season: (2) games a week x (7) weeks = 14 games
- Tournament: (3) games including championship game: (Held on 4/5 and 4/12)
- Scrimmage on 2/9/08: (2) games
- Evaluation Game (1)
- Twenty (20) total games per-league

Officials Report

Basketball game total expenditure: 40 games x \$17.50 = \$700.00

Total: \$700.00



## PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are you	interested in providing? hefere	<u>.</u>
•	. <u>// </u>	
List prior work experier	ice in providing this service:	
<u>Dates</u>	Agency/Company	Representative
(A). 2005-2006	Palm Beach Garden High	Coach Fluery
2005	Palm Beach Garden High	Coach Fluery Coach Hurley
2004	Palm Beach Garden	Coach Daniels
Scope of Work		Contact #
Varsity football	(2005-2006) Player / student 5	fame 561-694-730
Junior Varsity (	(2005-2006) Player / student of the	game of the same
Frechman Fartha	11 (2004) player / student	Let as
	(2004) flager student	or the gland
Dates	A con on // Commonwell	P. and a second second
(B).	Agency/Company	<u>Representative</u>
2005	3 street church of chris	+ Larry Washing
	•	
Scope of Work		<u>Contact #</u>
0 0	n Coaching with Inframur	

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Work		<u>Contact #</u>
List any licenses/certifica	ation/education you have completed rel	evant to providing this serv
<u>Dates</u>	License/certification/education	Location/Instructor
	در در	· · · · · · · · · · · · · · · · · · ·
		. ,
Are you or any of your o	mployees related to anyone employed b	y the Palm Beach County I
and Recreation Departm	nent?	
and Recreation Departm		
and Recreation Departm	No and relationship.	

ŗ.,

## 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:	Carrengton Johnson	
	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
. 4		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		• ,	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
•		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
		, ,	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		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
			<del>-</del>

825.103 826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	exploitation of disabled adults or elderly persons, if the offense was a felony incest child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any othe person involved in the offense was a minor sexual misconduct in juvenile justice programs
Explanation: (Provide details of any items	s initialed above. Attach another sheet if necessary.)
Description	<u>Dates</u>
guilty or nolo contendere (recharges under the provision jurisdiction. I also affirm the offenses.	firm that I have not been charged, found guilty or entered a plea of no contest), regardless of the adjudication, to any of the foregoing as of the Florida Statutes or under any similar statute of another that I do not have a delinquency record that is similar to any of these dignature
	<u>OR</u>
Disqualifying charges, acts	eclare that my record may contain one or more of the foregoing or offences and that the explanation I have provided is complete of the above charges under the provisions of the Florida Statutes or another jurisdiction.
Applicant's Sign	nature Date