

**AGENDA ITEM  
CONTAINS MORE THAN 50 PAGES  
IT MAY BE VIEWED IN  
COUNTY ADMINISTRATION**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: March 11, 2008

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

**I. EXECUTIVE BRIEF**

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

- A) 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).

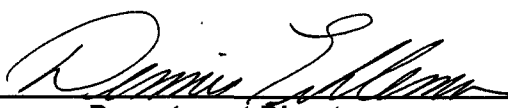
**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) 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:

  
Department Director

2-15-08  
Date

Approved by:

  
Assistant County Administrator

3/4/08  
Date

## II. FISCAL IMPACT ANALYSIS

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

| Fiscal Years             | 2008            | 2009           | 2010       | 2011       | 2012       |
|--------------------------|-----------------|----------------|------------|------------|------------|
| Capital Expenditures     | -0-             | -0-            | -0-        | -0-        | -0-        |
| Operating Costs          | 60,368          | 23,333         | -0-        | -0-        | -0-        |
| External Revenues        | (75,023)        | (29,167)       | -0-        | -0-        | -0-        |
| Program Income (County)  | -0-             | -0-            | -0-        | -0-        | -0-        |
| In-Kind Match (County)   | -0-             | -0-            | -0-        | -0-        | -0-        |
| <b>NET FISCAL IMPACT</b> | <b>(14,655)</b> | <b>(5,834)</b> | <b>-0-</b> | <b>-0-</b> | <b>-0-</b> |

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund 0001 Department 580 Unit various  
Object 3422/Revenue Source 4721 Program N/A

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

|   | Contractor         | FY2008          |                 | FY2009          |                 |
|---|--------------------|-----------------|-----------------|-----------------|-----------------|
|   |                    | Revenue         | Expense         | Revenue         | Expense         |
| A | Rosa Lowe          | \$0             | \$375           |                 |                 |
| B | John Bishop        | \$3,200         | \$600           |                 |                 |
| C | Kerin Banfield     | *               | \$600           |                 |                 |
| D | Bernard Crawford   | *               | \$600           |                 |                 |
| E | Rupert Smith       | *               | \$600           |                 |                 |
| F | Jill Porter        | \$3,080         | \$1,960         |                 |                 |
| G | Clare Buckland     | \$2,400         | \$1,620         |                 |                 |
| H | Susan Allshouse    | \$4,800         | \$4,020         |                 |                 |
| I | Caroline Andre     | \$225           | \$616           |                 |                 |
| J | Aaron Banfield     | *               | \$600           |                 |                 |
| K | Cynthia Davis      | \$2,415         | \$780           |                 |                 |
| L | Gordon Andrews     | \$58,333        | \$46,667        | \$29,167        | \$23,333        |
| M | Arthur Gibson      | \$570           | \$665           |                 |                 |
| N | Carrengton Johnson | **              | \$665           |                 |                 |
|   | <b>Total</b>       | <b>\$75,023</b> | <b>\$60,368</b> | <b>\$29,167</b> | <b>\$23,333</b> |

\*Revenue included in item B

\*\*Revenue included in item M

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

atwillwhite 2-28-08  
OFMB 2/28/08  
*SA CN 2/29/08*

John J. Jacob  
Contract Development and Control  
2/29/08

### B. Legal Sufficiency:

This item complies with current  
County policies.

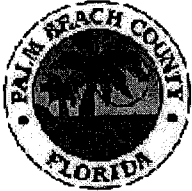
Anne Delmont 3/3/08  
Assistant County Attorney

### C. Other Department Review:

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

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

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

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CONTRACT DATE : 01/24/2008  
START DATE : 02/01/2008  
END DATE : 02/16/2008

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|                   |        |                 |      |
|-------------------|--------|-----------------|------|
| CONTRACT AMOUNT : | 375.00 | REVENUE AMOUNT: | 0.00 |
| USED AMOUNT :     | 0.00   | USED AMOUNT :   | 0.00 |
| AMOUNT LEFT :     | 375.00 | AMOUNT LEFT :   | 0.00 |

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**ASSIGNED CATEGORIES:**

|                       |        |          |
|-----------------------|--------|----------|
| INTRODUCTION TO DRAMA | 375.00 | FLAT FEE |
|-----------------------|--------|----------|

| RECREATION SERVICES                   |                |              |               |               |
|---------------------------------------|----------------|--------------|---------------|---------------|
| ACCOUNT:<br><u>0001-580-5233-3422</u> | VENDOR CODE:   |              | CONTRACT:     |               |
| MC: CLA <u>JA</u>                     | PS: <u>JEC</u> | CC: <u>J</u> | CA: <u>22</u> | DD: <u>10</u> |

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

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

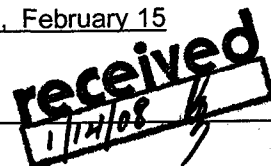
#### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Introduction to Drama program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on February 1, 2008 and will meet thereafter with the termination date of this agreement being February 16, 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): N/A per Revenue Account No. N/A.
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 Three 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. **Specific Details:**
  - 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 of 30 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. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
  - a. CONTRACTOR agrees to:
    1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    8. Provide the County Representative with   10   days notice of all schedule conflicts/changes.
    9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
  - b. COUNTY agrees to:
    1. Maintain the facilities in proper working order.
    2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
    3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

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

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

Constonsa Alexander

PH: 561-747-3455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Rosa Lowe

CONTRACTOR'S Address: 807 8<sup>th</sup> Court, Palm Beach Gardens, FL 33410.

CONTRACTOR'S Phone No. (561) 951- 3037

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

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

**PALM BEACH COUNTY**

*E. Case*  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

**CONTRACTOR WITNESS**

*Constonsa Alexander*  
SIGNATURE  
Constonsa Alexander  
NAME (TYPE OR PRINT)

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

**INDEPENDENT CONTRACTOR**

*Rosa Lowe*  
SIGNATURE  
ROSA Lowe  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*Anne Delgant*  
COUNTY ATTORNEY

### 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.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 262-04-6690

Full Name (print) Rosa Lowe Sex      Race     

Date of Birth 9/26/51 Driver's License No. 2000-728-51-846-0

Address 807 8th Ct.

City Palm Beach Gardens State FL Zip 33410

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

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

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

Print Name: Rosa Lowe Date: 1/8/08

Signature: Rosa Lowe

**FAXED**  
1/14/08





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

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

Ross Lowe  
 Name of Recreation Service Provider/Sports Official

262-04-6690  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Drama/Theatre

2. List prior work experience in providing this service:

| <u>Dates</u>       | <u>Agency/Company</u> | <u>Representative</u>          |
|--------------------|-----------------------|--------------------------------|
| (A) <u>10/2007</u> | <u>CCE</u>            | <u>Center for Creative Ed.</u> |

Scope of Work

Contact #

Teach children how to act in skits & Plays  
also teach oratorical speaking, Poems, speeches  
put together end of the year programs, focus on up  
coming Holiday Events

| <u>Dates</u>           | <u>Agency/Company</u>   | <u>Representative</u>   |
|------------------------|-------------------------|-------------------------|
| (B) <u>1/2000-2008</u> | <u>Blue Heron C.O.H</u> | <u>Director of Arts</u> |

Scope of Work

Contact #

Plan & direct events in my local church  
Teach drama, skits, & Plays, write & direct  
teach songs & dance.

01-17-'08 13:00 FROM-W. JUPITER REC

5617476422

T-520 P003/003 F-174

(C). Dates Agency/Company Representative

Scope of Work

Contact #

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

Dates

License/certification/education

Location/Instructor

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

☐ Yes

☒ No

If yes, give name and relationship.



## MAIL TO:

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

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

# VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

☒ New Registration

☐ Change of Information

Headquarters (Legal Name) of Company:

Rosa Lowe  
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name:

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:

262-04-6690

1. Please list below your Headquarters address information:

Address: 807 8th Court

City: Palm Beach Gardens

State/Province: Florida

Zip/Postal Code: 33410

Country: USA

Main Phone Number: 561-776-0838

Contact Name: Rosa Lowe

E-mail Address: lowe.rosa.3@aol.com  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-951-3037

Alternate Phone Number: 561-951-0838

Contact Fax Number:

Alternate Fax Number:

2. Please list below your Payment Address/Accounts Receivable Department information addresses if necessary, or check here if ☐ Same as Headquarters:

Address: 807 8th Court

City: Palm Beach Gardens

State/Province: Florida

Zip/Postal Code: 33410

Country: USA

Main Phone Number: 561-776-0838

Contact Name: Rosa Lowe

E-mail Address: lowe.rosa.3@aol.com

Contact Phone Number: 561-951-3037

Alternate Phone Number:

Contact Fax Number:

Alternate Fax Number:



3. Please list below your Order Processing Department information and attach additional addresses if necessary, or check here if ☐ Same as Headquarters:

Address: 807 8th Court  
City: Palm Beach Gardens State/Province: FL  
Zip/Postal Code: 33410 Country: USA  
Main Phone Number: 561-726-0838  
Contact Name: Rosa Lowe E-mail Address: lowe.rosa3@aol.com  
(Cell) (E-mail Address may be used for Orders/Contracts)  
Contact Phone Number: 561-951-3037 Alternate Phone Number: 561-726-0838  
Contact Fax Number: \_\_\_\_\_ Alternate Fax Number: \_\_\_\_\_

4. Licenses and Certifications:

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

List Others: Type: \_\_\_\_\_ Number: \_\_\_\_\_  
Type: \_\_\_\_\_ Number: \_\_\_\_\_

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

Name: None Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

6. List Company Officials:

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

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

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

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

Print Name: Rosa Lowe Title: Drama Teacher (Artist)  
Signature: Rosa Lowe Date: 1/25/08

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: \_\_\_\_\_

*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 798.02   | lewd and lascivious behavior  |
| _____ | Chapter 800      | lewdness and indecent exposure  |
| _____ | Section 806.01   | arson   |
| _____ | Chapter 812      | felony theft and/or robbery   |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony   |
| _____ | 825.102          | abuse, aggravated abuse, or neglect of disabled adults or elderly persons   |
| _____ | 825.1025         | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult  |
| _____ | 825.103          | exploitation of disabled adults or elderly persons, if the offense was a felony   |

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

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

Description

Dates

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

INITIAL:

RL

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.

Rosa Lowe  
Applicant's Signature

1/8/08  
Date

OR

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



Palm Beach County  
Parks and Recreation Dept.

DATE : 01/25/2008

Contract Tracking System 0000001346

**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

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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 |

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**ASSIGNED CATEGORIES:**

WHEELCHAIR RUGBY 35.00 GAME

| RECREATION SERVICES         |                       |              |                   |                       |
|-----------------------------|-----------------------|--------------|-------------------|-----------------------|
| ACCOUNT: 0001-580-5204-3422 | VENDOR CODE: BISH6500 |              | CONTRACT:         |                       |
| MC: <u>gy</u>               | PS:                   | CC: <u>X</u> | CA: <u>a.p.d.</u> | DD: <u>(initials)</u> |

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

This Agreement is made as of the 24 day of Jan, 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".

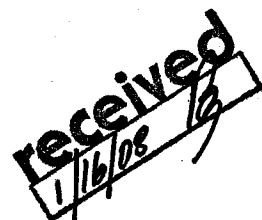
#### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) 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. **Term:** The class, activity or service will begin on February 1, 2008 and will meet thereafter with the termination date of this agreement being February 4, 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): 400.00 per team. Revenue Account No. 0001-580-5204-4721.00
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 six hundred Dollars (\$ 600.00). 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 \$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. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
  - a. CONTRACTOR agrees to:
    1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    8. Provide the County Representative with 7 days notice of all schedule conflicts/changes.
    9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
  - b. COUNTY agrees to:
    1. Maintain the facilities in proper working order.
    2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
    3. Provide class/activity rosters to the CONTRACTOR for distribution.
    4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Nick Priolo PH: (561) 966-7020

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: John Bishop

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

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

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

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

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

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

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

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





**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**

John P. Bishop  
Name of Recreation Service Provider/Sports Official



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

\_\_\_\_\_

2. List prior work experience in providing this service:

| <u>Dates</u>   | <u>Agency/Company</u>                     | <u>Representative</u> |
|----------------|---|-----------------------|
| (A). 2003-2007 | PBC Parks + Rec                           |                       |
|                | Knock + Roll Wheelchair Rugby Tournaments |                       |

| <u>Scope of Work</u>  | <u>Contact #</u> |
|-----------------------|------------------|
| Officiate rugby games |                  |

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

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

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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| 1998         | USQRA / Birmingham, AL                 | Tres Smith                 |
|              |  |                            |
|              |  |                            |
|              |  |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|  |
|--|
|  |
|  |



**Palm Beach County  
Parks and Recreation Department**

**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, John P. Bishop, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

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

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

Print Name: John P. Bishop Date: 1/13/08

Signature: John Bishop

**FAXED**  
1/16/08



**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:

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

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

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

| <u>Description</u> | <u>Dates</u> |
|--------------------|--------------|
| _____              | _____        |
| _____              | _____        |
| _____              | _____        |
| _____              | _____        |
| _____              | _____        |

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

INITIAL: AM

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.

John B. Giff  
Applicant's Signature

1/13/08  
Date

OR

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001343

DATE : 01/25/2008

**CONTRACT INFORMATION**  
Active

BANF10202302085204 A

NAME : BANFIELD, KERIN  
VENDOR CODE: BANF102023  
INSTRUCTOR: RUGBY OFFICIAL  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION COMPLEX  
PROGRAM: WHEELCHAR RUGBY

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CONTRACT DATE : 01/24/2008  
START DATE : 02/01/2008  
END DATE : 02/04/2008

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|                   |        |                 |        |
|-------------------|--------|-----------------|--------|
| CONTRACT AMOUNT : | 600.00 | REVENUE AMOUNT: | 600.00 |
| USED AMOUNT :     | 0.00   | USED AMOUNT :   | 0.00   |
| AMOUNT LEFT :     | 600.00 | AMOUNT LEFT :   | 600.00 |

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**ASSIGNED CATEGORIES:**

WHEELCHAIR RUGBY 35.00 GAME

| RECREATION SERVICES         |     |                           |               |              |  |
|-----------------------------|-----|---------------------------|---------------|--------------|--|
| ACCOUNT: 0001-580-5204-3422 |     | VENDOR CODE: VC0000402023 |               | CONTRACT:    |  |
| MC: <u>JS</u>               | PS: | CC: <u>JS</u>             | CA: <u>am</u> | DD: <u>W</u> |  |

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

This Agreement is made as of the 24 day of Jan, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Kerin Barfield, 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. **Term:** The class, activity or service will begin on February 1, 2008 and will meet thereafter with the termination date of this agreement being February 4, 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): 400.00 per team. Revenue Account No. 0001-580-5204-4721-08
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 six hundred Dollars (\$ 600.00). 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 \$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.

**received**  
1/16/08  
13



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

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

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

Nick Priolo PH: (561) 966-7020

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Kerin Banifield

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

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

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

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

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

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

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

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

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

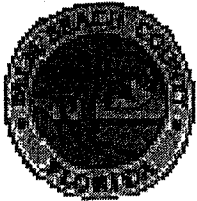
4

**Scope of 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**

Kevin M. Banfield  
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Referee for wheelchair  
rugby.

2. List prior work experience in providing this service:

| <u>(A).</u> | <u>Dates</u> | <u>Agency/Company</u>  | <u>Representative</u> |
|-------------|--------------|------------------------|-----------------------|
|             | <u>1/07</u>  | <u>PBC Thera. Rec.</u> |                       |

| <u>Scope of Work</u>            | <u>Contact #</u> |
|---------------------------------|------------------|
| <u>Referee for Knock N Roll</u> |                  |

| <u>(B).</u> | <u>Dates</u> | <u>Agency/Company</u>  | <u>Representative</u> |
|-------------|--------------|------------------------|-----------------------|
|             | <u>1/06</u>  | <u>PBC Thera. Rec.</u> |                       |

| <u>Scope of Work</u>            | <u>Contact #</u> |
|---------------------------------|------------------|
| <u>Referee for Knock N Roll</u> |                  |

(C). Dates Agency/Company Representative  
 405 PBC Thera-Rec

Scope of Work Contact #  
 Referral for Knock N Roll

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

| <u>Dates</u>         | <u>License/certification/education</u> | <u>Location/Instructor</u>        |
|----------------------|--|-----------------------------------|
| <del>Sept 2005</del> | <del>International Certification</del> | <del>Rio de Janeiro, Brazil</del> |
| Sept 2005            | International Certification            | Rio de Janeiro, Brazil            |
| Aug 2000             | USQRA Certification                    | Chicago, ILL                      |

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

☐ Yes ☒ No

If yes, give name and relationship.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 316-78-3953

Full Name (print) KEVIN M BANFIELD Sex Fe Race White

Date of Birth 08/31/1975 Driver's License No. Ohio SQ 259966

Address 6313 Eagle Point Dr

City Liberty Township State OH Zip 45011

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

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

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

Print Name: KEVIN M BANFIELD Date: 1/13/08

Signature: Kevin M Banfield

**FAXED**  
1/16/08



**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:

Kevin 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:*

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



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

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

Description

Dates


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

INITIAL:

KMB

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

\_\_\_\_\_  
 1/13/08  
 Date

OR

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

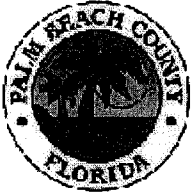
\_\_\_\_\_

Applicant's Signature

\_\_\_\_\_

Date

contract



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

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|                   |        |                 |        |
|-------------------|--------|-----------------|--------|
| 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 SERVICES         |     |                       |                     |                       |
|-----------------------------|-----|-----------------------|---------------------|-----------------------|
| ACCOUNT: 0001-580-5204-3422 |     | VENDOR CODE: CRAW0019 |                     | CONTRACT:             |
| MC: <u>JS</u>               | PS: | CC: <u>X</u>          | CA: <u>A. J. d.</u> | DD: <u>(initials)</u> |

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

This Agreement is made as of the 24 day of Jan, 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) 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. **Term:** The class, activity or service will begin on February 1, 2008 and will meet thereafter with the termination date of this agreement being February 4, 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): 400.00 per team. Revenue Account No. 0001-580-5204-4721-09
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of six hundred Dollars (\$ 600.00). 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 \$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.

**received**  
1/16/08  
(initials)

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

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

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Nick Priolo PH: (561) 966-7020

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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: Bernard Crawford

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

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

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.

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

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

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

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

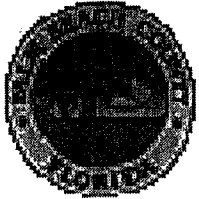
4

**Scope of 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 CRAWFORD  
Name of Recreation Service Provider/Sports Official

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

WHEELCHAIR RUGBY REFEREE

2. List prior work experience in providing this service:

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

(A).

2000-2007

KNOCK N. ROLL

Scope of Work

Contact #

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

(B).

Scope of Work

Contact #



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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
|              | USQRRRA                                |                            |
| 2001         | LEVEL B OFFICIAL                       |                            |
|              |  |                            |
|              |  |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|  |
|--|
|  |
|  |



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 153-40-0451

Full Name (print) BERNARD CRANFORD Sex M Race W

Date of Birth 1-11-49 Driver's License No. C616 083 490110

Address 561 KINGSBURY CT

City WELLINGTON State FL Zip 33414

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

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

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

Print Name: BERNARD CRANFORD Date: 1-11-08

Signature: [Signature]

**FAXED**  
1/16/08



**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 CRAWFORD

Please print complete name

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

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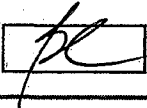
|                          |                  |   |
|--------------------------|------------------|---|
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| <input type="checkbox"/> | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| <input type="checkbox"/>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

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

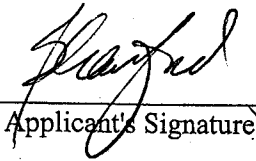
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

| Description | Dates |
|-------------|-------|
|             |       |
|             |       |
|             |       |
|             |       |
|             |       |
|             |       |

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

Date

OR

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

Applicant's Signature

Date

contract



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

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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

| RECREATION SERVICES         |     |                       |                 |              |
|-----------------------------|-----|-----------------------|-----------------|--------------|
| ACCOUNT: 0001-580-5204-3422 |     | VENDOR CODE: SMIT0187 |                 | CONTRACT:    |
| MC: <u>JS</u>               | PS: | CC: <u>JS</u>         | CA: <u>A.H.</u> | DD: <u>W</u> |

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

This Agreement is made as of the 24 day of Jan, 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) 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. **Term:** The class, activity or service will begin on February 1, 2008 and will meet thereafter with the termination date of this agreement being February 4, 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): 400.00 per team. Revenue Account No. 0001-580-5204-4721.09
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of six hundred Dollars (\$ 600.00). 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 \$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.

**received**  
1/16/08

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

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

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

Nick Priolo PH: (561) 966-7020

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Rupert Smith

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

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

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

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

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

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

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

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



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

4

**Scope of 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**

ROBERT M. SMITH  
Name of Recreation Service Provider/Sports Official



1. Which service(s) are you interested in providing? WHEELCHAIR RUGBY  
REFEREE

2. List prior work experience in providing this service:

| <u>Dates</u>          | <u>Agency/Company</u>        | <u>Representative</u> |
|-----------------------|------------------------------|-----------------------|
| (A). <u>2002-2006</u> | <u>U PBC Parks &amp; Rec</u> |                       |
| <u>2003</u>           | <u>PBC Parks &amp; Rec</u>   |                       |

| <u>Scope of Work</u> | <u>Contact #</u>   |
|----------------------|--------------------|
| <u>REFEREE</u>       | <u>93-645-4213</u> |

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

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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
|              |  |                            |
|              |  |                            |
|              |  |                            |
|              |  |                            |
|              |  |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|  |
|--|
|  |
|  |



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 144-50-8654

Full Name (print) ROBERT M. SMITH Sex M Race CAUC.

Date of Birth 8/24/56 Driver's License No. 5530-733-56-304-6

Address 108 JANIE ST

City RUSKIN State FL Zip 33570

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

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

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

Print Name: 215 ROBERT M. SMITH Date: 1/13/08

Signature: 215

**FAXED**  
1/16/08



**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: ROBERT M. SMITH  
Please print complete name

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

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

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

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


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

| Description | Dates |
|-------------|-------|
|             |       |
|             |       |
|             |       |
|             |       |
|             |       |

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

RJ

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

1/13/08
Date

OR

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

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.

DATE : 01/31/2008

Contract Tracking System 0000001342

**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

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CONTRACT DATE : 01/15/2008  
START DATE : 01/29/2008  
END DATE : 09/30/2008

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|                   |          |                 |          |
|-------------------|----------|-----------------|----------|
| 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 |

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**ASSIGNED CATEGORIES:**

SENIOR WATER AEROBICS 35.00 CLASS



| RECREATION SERVICES         |                               |                        |                     |                        |
|-----------------------------|-------------------------------|------------------------|---------------------|------------------------|
| ACCOUNT: 0001 580 5204 3422 | VENDOR CODE: <u>VC-116129</u> |                        | CONTRACT:           |                        |
| MC: <u>[Signature]</u>      | PS:                           | CC: <u>[Signature]</u> | CA: <u>A. J. H.</u> | DD: <u>[Signature]</u> |

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

This Agreement is made as of the 15 day of Jan., 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Jill Porter, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

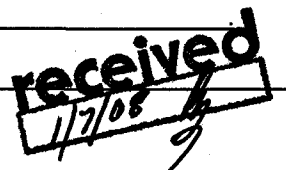
#### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Senior Water Aerobics program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on January 29, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): 40.00 per Session. Revenue Account No. 0001-580-5204-4721-09.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of one thousand nine hundred sixty Dollars (\$ 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. 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 Details:**
  - 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
  - e. Location: Therapeutic Recreation Complex Gleneagles Aquatic Center
  - f. A minimum of 7 and a maximum of 15 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. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
- a. CONTRACTOR agrees to:
    - 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    - 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    - 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    - 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    - 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    - 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    - 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    - 8. Provide the County Representative with   7   days notice of all schedule conflicts/changes.
    - 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
  - b. COUNTY agrees to:
    - 1. Maintain the facilities in proper working order.
    - 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
    - 3. Provide class/activity rosters to the CONTRACTOR for distribution.
    - 4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Jason Wong

PH: (561) 966-7083

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Jill Porter

CONTRACTOR'S Address: 1240 Grandview Circle Royal Palm Beach, FL 33441

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

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE  
Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

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

**CONTRACTOR WITNESS**

Jason Wong  
SIGNATURE  
Jason Wong  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

Joe Potter  
SIGNATURE  
Water Aerobics Instructor  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne Helgund  
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.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 409-35-0293

Full Name (print) Jill Suzanne Porter Sex F Race W

Date of Birth 1-5-65 Driver's License No. PL36-437-65-505-C

Address 1240 Grandview Circle

City Royal Palm Beach State FL Zip 33411

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

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

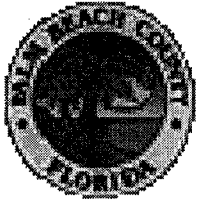
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials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

Print Name: Jill Porter Date: 1-4-08

Signature: Jill Porter

**FAXED**  
1/7/08





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

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

Jill Porter  
Name of Recreation Service Provider/Sports Official

[REDACTED]  
FEI/Social Security Number

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

2. List prior work experience in providing this service:

| <u>Dates</u>                 | <u>Agency/Company</u>         | <u>Representative</u> |
|------------------------------|-------------------------------|-----------------------|
| (A) <u>July 1992-Present</u> | <u>Huntington Lakes, Inc.</u> |                       |

| <u>Scope of Work</u>         | <u>Contact #</u> |
|------------------------------|------------------|
| <u>Fitness Instructor</u>    |                  |
| <u>"see attached resume"</u> |                  |

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

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

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

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

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

| <u>Dates</u>             | <u>License/certification/education</u>             | <u>Location/Instructor</u> |
|--------------------------|--|----------------------------|
| 1992-Present             | AFAA (Aerobics and Fitness Association of America) |                            |
| America Red Cross        | WSI, CPR   |                            |
| PBCC - August 2006       | Associate in Arts                                  | Lake Worth                 |
| FAU - May 2006 - Present | Bachelor of Science in Exercise                    |                            |
| "see Attached Resume"    | Science and Health Promotion                       |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

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

# Jill Porter

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|                                 |  |                       |
|---------------------------------|--|-----------------------|
| <b>Objective</b>                | To obtain a position as an exercise specialist in an aquatic setting.  |                       |
| <b>Education</b>                | Florida Atlantic University  | Davie, Florida        |
|                                 | <b>Bachelor of Science in</b>  |                       |
|                                 | <b>Exercise Science and Health Promotion</b>   |                       |
|                                 | <ul style="list-style-type: none"><li>▪ May 2009</li><li>▪ Current G.P.A. 3.16</li></ul>   |                       |
|                                 | Palm Beach Community College   | Lake Worth, Florida   |
|                                 | <b>Associate in Arts</b>   |                       |
|                                 | August 2006  |                       |
| <b>Work experience</b>          | Huntington Lakes, Inc  | Delray Beach, Florida |
|                                 | <b>Fitness Instructor</b>  |                       |
|                                 | <ul style="list-style-type: none"><li>▪ July 1992 – Present</li><li>▪ 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.</li></ul> |                       |
| <b>Professional memberships</b> | ACSM (American College of Sports Medicine)   |                       |
|                                 | NSCA (National Strength and Conditioning Association)  |                       |
|                                 | Working towards certification exams  |                       |
| <b>Certifications</b>           | AFAA (Aerobics and Fitness Association of America)   |                       |
|                                 | American Red Cross (WSI, CPR)  |                       |
|                                 | Arthritis Foundation   |                       |

**References Available Upon Request**



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

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

## VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

☒ New Registration

☐ Change of Information

Headquarters (Legal Name) of Company:

Jill Porter

(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 Grandview Circle

City:

Royal Palm Beach

State/Province:

Florida

Zip/Postal Code:

33411

Country:

US

Main Phone Number:

(561) 386-4647

Contact Name:

Jill Porter

E-mail Address:

jporter20@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 Payment Address/Accounts Receivable Department information addresses if necessary, or check here if ☒ Same as Headquarters:

Address:

City:

State/Province:

Zip/Postal Code:

Country:

Main Phone Number:

Contact Name:

E-mail Address:

Contact Phone Number:

Alternate Phone Number:

Contact Fax Number:

Alternate Fax Number:

3. Please list below your Order Processing Department information and attach additional addresses if necessary, or check here if ☒ Same as Headquarters:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_ Alternate Fax Number: \_\_\_\_\_

4. Licenses and Certifications:

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

List Others: Type: \_\_\_\_\_ Number: \_\_\_\_\_

Type: \_\_\_\_\_ Number: \_\_\_\_\_

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

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

6. List Company Officials:

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

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

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

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

Print Name: Jill Porter Title: Water Aerobics Instructor

Signature: Jill Porter Date: 1-4-08

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:

Jill 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:

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


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

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

| Description | Dates |
|-------------|-------|
|             |       |
|             |       |
|             |       |
|             |       |
|             |       |
|             |       |

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

1-4-08

Date

OR

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

Applicant's Signature

Date



Palm Beach County  
Parks and Recreation Dept.

DATE : 01/08/2008

Contract Tracking System 0000001340

**CONTRACT INFORMATION**  
Active

BUCK11215201085204 C

NAME : BUCKLAND, CLARE  
VENDOR CODE: BUCK112152  
INSTRUCTOR: YOGA INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION CENTER  
PROGRAM: YOGA

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CONTRACT DATE : 01/08/2008  
START DATE : 01/15/2008  
END DATE : 09/30/2008

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|                   |          |                 |          |
|-------------------|----------|-----------------|----------|
| 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

| RECREATION SERVICES         |                           |     |                        |                        |
|-----------------------------|---------------------------|-----|------------------------|------------------------|
| ACCOUNT: 0001 580 5204 3422 | VENDOR CODE: VC0000112152 |     | CONTRACT:              |                        |
| MC: <u>[Signature]</u>      | PS:                       | CC: | CA: <u>[Signature]</u> | DD: <u>[Signature]</u> |

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

This Agreement is made as of the 08 day of Jan, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Clare Buckland, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on January 15, 20 08 and will meet thereafter with the termination date of this agreement being September 30, 20 08.
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) 40.00 per Session. 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 one thousand six hundred twenty 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 \$ 40.00 per class or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Clare Buckland
  - b. Name of class or activity: Yoga
  - c. Day(s)/Date(s) Scheduled: Monday's - Thursday's
  - d. Time Scheduled: 10:00am-11:00am
  - e. Location: CMAA Therapeutic Recreation Complex Gymnasium
  - f. A minimum of 6 and a maximum of 18 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
12/28/07

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



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

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

\_\_\_\_\_  
Jason Wong

PH: \_\_\_\_\_ (561) 966-7083

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

  
SIGNATURE


Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

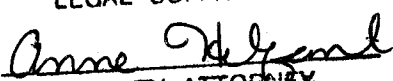
  
SIGNATURE

Jason Wong  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

  
SIGNATURE

Clare Buckland  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
  
COUNTY ATTORNEY

**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.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 592.68.1556

Full Name (print) CLARE L. BUCKLAND Sex F Race \_\_\_\_\_

Date of Birth 12.26.79 Driver's License No. B245-112-79-966-0

Address 102 CAT ROCK LANE

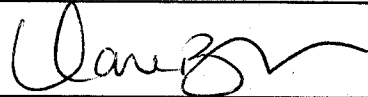
City JUPITER State FL Zip 33458

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

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

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

Print Name: CLARE BUCKLAND Date: 12.20.07

Signature: 





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

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

CLARE BUCKLAND 592 - 68 - 1556  
Name of Recreation Service Provider/Sports Official FEI/Social Security Number

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

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------|-----------------------|-----------------------|
| (A). 02-07 - | THE SOMA              | SCOTT BROWN           |
| PRESENT      | CENTER.               |                       |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
| TUM YOGA /           |                  |
| KID'S YOGA           | 561-294-9949     |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------|-----------------------|-----------------------|
| (B). 12-05   | BIKRAM YOGA           | (561) 346-0072        |
| 01-07        | OF WPB.               |                       |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
| YOGA INSTRUCTOR      | KAREN DROST      |
| (ADULTS)             |                  |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------|-----------------------|-----------------------|
| (C) 08-07    | PALM BEACH            | MARK                  |
| -PRESENT     | MARZAR ARTS           |                       |
|              |                       |                       |
|              |                       |                       |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
| YOGA INSTRUCTOR      |                  |
|                      | 561-439-1600     |
|                      |                  |
|                      |                  |

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| NOV 2005     | CERTIFIED YOGA                         | BIRATHA COLLEGE            |
|              | INSTRUCTOR                             | OF INDIA                   |
|              |  |                            |
|              |  |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|  |
|--|
|  |
|  |

**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 Buckland

Please print complete name

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

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

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

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

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

### Description

### Dates

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

INITIAL:

CB

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.

Clare Br

Applicant's Signature

12.20.07

Date \_\_\_\_\_

**OR**

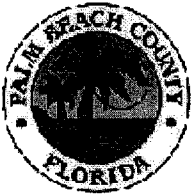
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute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

Applicant's Signature

Date \_\_\_\_\_



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 |     | CONTRACT:     |                        |
| MC: JAH                     | PS: <i>JSC</i>          | CC: | CA: <i>AN</i> | DD: <i>(Signature)</i> |

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

This Agreement is made as of the 11 day of Jan, 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. **Term:** The class, activity or service will begin on January 14, 2008 and will meet thereafter with the termination date of this agreement being May 15, 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): \$35.00/\$45.00 per participant. Revenue Account No. 0001-580-5252-4721-09.
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 Four Thousand Twenty Dollars (\$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: Susan E. Allshouse.
  - b. Name of class or activity: Tennis Classes.
  - 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 10 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
1/2/08 *(Signature)*

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

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

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

Cameron Krellner PH: (561) 355-1125

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Susan E. Allshouse.

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Jim Henneman  
SIGNATURE

JIM HENNEMAN  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

Susan E. Allshouse  
SIGNATURE

Susan E. Allshouse  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne Helgert  
COUNTY ATTORNEY

## **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**  
**PARKS AND RECREATION DEPARTMENT**

Attachment E  
Page 1 of 2

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

Susan E. Allshouse  
Name of Recreation Service Provider/Sports Official

170 - 38 - 3916  
FEI/Social Security Number

1. Which service(s) are you interested in providing? Tennis, Soft Tennis

2. List prior work experience in providing this service: Current 30+ year Career

| <u>Dates</u>                | <u>Agency/Company</u>        | <u>Representative</u>     |
|-----------------------------|------------------------------|---------------------------|
| (A).<br><u>2006-Present</u> | <u>W. Boynton Rec Center</u> | <u>Jim Henneman</u>       |
|                             |                              | <u>- Garrett Pearson</u>  |
|                             |                              | <u>- Ellen Gilmer</u>     |
|                             |                              | <u>- Cameron Krellner</u> |

Scope of Work

Youth-Teen-Adult Tennis Clinics & Summer Camp  
Program

| <u>Dates</u>                      | <u>Agency/Company</u>          | <u>Representative</u>       |
|-----------------------------------|--------------------------------|-----------------------------|
| (B).<br><u>2004-Present</u>       | <u>USTA FL</u>                 | <u>Andy McFarland, A-ED</u> |
| <u>E Coast Tennis Foundation-</u> | <u>John MacDonald, Schools</u> | <u>Comm.</u>                |
| <u>CTA</u>                        | <u>Janet Sprague</u>           | <u>Co-ordinator</u>         |

386-671-8949  
Contact #

Scope of Work

Volunteer- Summary Sheet Attached

|   |                             |
|---|-----------------------------|
| <u>Middle School After School Programs-</u> | <u>PBC P&amp;R</u>          |
|   | <u>Safe Schools Instit.</u> |
|   | <u>Kathy Bolander</u>       |
|   | <u>Olivia Rogers</u>        |

| <u>Dates</u>         | <u>Agency/Company</u> | <u>Representative</u> |
|----------------------|-----------------------|-----------------------|
| (C).<br>2005-Present | USTA-National         | Kirk Anderson         |

| <u>Scope of Work</u>   | <u>Contact #</u> |
|--|------------------|
| 6 hour Workshop - Train Rec Coaches - PE Teacher In-Service<br>Welcome Back to Tennis - 50+ Populations. | 914-696-7072     |

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

| <u>Dates</u> | <u>License/certification/education</u>                        | <u>Location/Instructor</u> |
|--------------|---|----------------------------|
| 974-         | United States Professional Tennis Association - Certified Pro |                            |
| 974-         | Professional Tennis Registry - Certified Pro                  |                            |
|              | United States Tennis Association - National Trainer of        |                            |
| 2005-        | Recreational Coach Workshops & Welcome Back to Tennis         |                            |
| 2004-        | Events. USTA FL Clinician-Mentor-Schools Specialist.          |                            |
| 2005-        | Sports Science Certified. Cardio Tennis Certified.            |                            |
| 2007-        | USPTA Wheelchair Tennis Certified.                            |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|       |  |
|-------|--|
| 2006- | Palm Beach Tennis Associates Inc - <u>Owner</u><br>Man. Dir. |
| 2007- | Kenko Soft Tennis - Product Manager - North America          |





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 170-38-3916

Full Name (print) Susan E. Allhouse Sex F Race C

Date of Birth 06/09/1954 Driver's License No. A422-785-54-709-1

Address 4790 Blossom Drive

City Delray Beach State FL Zip 33445

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

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

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

Print Name: Susan E. Allhouse Date: 12/20/07

Signature: Susan E. Allhouse

**FAXED  
1/2/08  
COMPLETED**



## United States Professional Tennis Association, Inc.

Determining the way the world learns to play tennis



January 2, 2008

Susan Allshouse  
4790 Blossom Dr  
Delray Beach, FL 33445

Dear Susan:

This letter will confirm that the Palm Beach 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 prorated 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 report an accident, contact: | USPTA World Headquarters<br>3535 Briarpark Drive, Suite One<br>Houston, TX 77042<br>Telephone (713) 978-7782 |

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

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach  
Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally 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: Susan E. (Eileen) Allhouse  
Please print complete name

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

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

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

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

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

Description

Dates

|       |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

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

INITIAL:

ICA

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.

Susan C. McPherson  
Applicant's Signature

12-14-2007

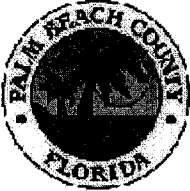
Date

OR

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



Palm Beach County  
Parks and Recreation Dept.

DATE : 01/30/2008

Contract Tracking System 0000001351

**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

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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

| RECREATION SERVICES         |                        |       |           |         |
|-----------------------------|------------------------|-------|-----------|---------|
| ACCOUNT: 0001-580-5232-3422 | VENDOR CODE: VC-116269 |       | CONTRACT: |         |
| MC: JEC                     | PS: JEC                | CC: J | CA: A.H.  | DD: (P) |

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

This Agreement is made as of the 29 day of Jan, 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. **Term:** The class, activity or service will begin on February 11, 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 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 Six Hundred and Sixteen Dollars (\$ 616.00). 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 \$22.00 per CLASS 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: Tuesday 6 – 7 pm & Saturday 11am – 1pm.
  - e. Location: Westgate Park and Recreation Center.
  - f. A minimum of 10 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
1/24/08

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

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:  
Carlos Morales PH: 561-694-5455
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Special Facilities & Beaches  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461
- and if sent to the CONTRACTOR shall be mailed to:  
CONTRACTOR'S Name: Caroline Andre  
CONTRACTOR'S Address: 4731 D Orleans, WPB FL 33415  
CONTRACTOR'S Phone No. 561-313-6251
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.



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

Carlos Morales

---

NAME (TYPE OR PRINT)

## Cheerleading Coach

Anne Delgent  
COUNTY ATTORNEY

3691 Oswego Avenue  
West Palm Beach, FL 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**

Caroline Andra  
Name of Recreation Service Provider/Sports Official

041-86-6106  
FEI/Social Security Number

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

2. List prior work experience in providing this service:

Dates

Agency/Company

Representative

Sep. 07 <sup>(A)</sup> - Dec /07 (Football) Westgate Rec.

Scope of Work

Contact #

Cheerleading Coach. Voluntary for 2 years Football & Basketball 2006-2007

Dates

Agency/Company

Representative

(B).

Scope of Work

Contact #

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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
|              |  |                            |
|              |  |                            |
|              |  |                            |
|              |  |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|  |
|--|
|  |
|  |



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

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

## VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

☒ New Registration ☐ Change of Information

Headquarters (Legal Name) of Company: Caroline Andre  
(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: 041-86-6106

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: 561-313-6251

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 Payment Address/Accounts Receivable Department information addresses if necessary, or check here if ☒ Same as Headquarters:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_ Alternate Fax Number: \_\_\_\_\_

3. Please list below your Order Processing Department information and attach additional addresses if necessary, or check here if ☐ Same as Headquarters:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_ Alternate Fax Number: \_\_\_\_\_

4. Licenses and Certifications:

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

List Others: Type: \_\_\_\_\_ Number: \_\_\_\_\_

Type: \_\_\_\_\_ Number: \_\_\_\_\_

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

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

6. List Company Officials:

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

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

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

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

Print Name: Carol Ann Andre Title: Coach

Signature: [Signature] Date: 1/7/07

This section is to be completed by Purchasing: Is this vendor interested in SBE or Minority Certification? ☐ YES ☒ NO

If yes, date copy forwarded to OSBA: \_\_\_\_\_



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 041-86-6106

Full Name (print) Carolyn Andre Sex F Race Black

Date of Birth 1/13/76 Driver's License No. ~~4731~~ A536-101-76-513-0

Address 4731 D Orleans Court

City West Palm Beach State FL Zip 33415

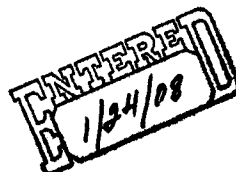
I, Carolyn Andre, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

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

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

Print Name: Carolyn Andre Date: 1/13/76

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: Caroline Andre  
Please print complete name

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

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

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



|       |                   |   |
|-------|-------------------|---|
| _____ | 825.103           | exploitation of disabled adults or elderly persons, if the offense was a felony   |
| _____ | 826.04            | incest  |
| _____ | 827.03            | child abuse, aggravated child abuse, or neglect of a child  |
| _____ | 827.04            | contributing to the delinquency or dependency of a child  |
| _____ | 827.05            | negligent treatment of children   |
| _____ | 827.071           | sexual performance by a child   |
| _____ | 843.01            | resisting arrest with violence  |
| _____ | Chapter 847       | obscene literature  |
| _____ | Section 847.05(1) | encouraging or recruiting another to join a criminal gang   |
| _____ | Chapter 893       | drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor |
| _____ | Section 985.4045  | sexual misconduct in juvenile justice programs  |

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

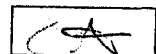
Description

Dates

|       |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

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

INITIAL:



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

OR

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

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.

DATE : 01/29/2008

Contract Tracking System 0000001349

**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 SERVICES         |     |                       |                 |              |
|-----------------------------|-----|-----------------------|-----------------|--------------|
| ACCOUNT: 0001-580-5204-3422 |     | VENDOR CODE: BANF0001 |                 | CONTRACT:    |
| MC: <u>WV</u>               | PS: | CC: <u>8</u>          | CA: <u>A.H.</u> | DD: <u>1</u> |

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

This Agreement is made as of the 28 day of Jan., 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Aaron Banfield, 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. **Term:** The class, activity or service will begin on February 1, 2008 and will meet thereafter with the termination date of this agreement being February 4, 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): 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 six hundred Dollars (\$ 600.00). 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 \$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.

**received**  
1/23/08

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

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

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

Nick Priolo PH: (561) 966-7020

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Aaron Banfield

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

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

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

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

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

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

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

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

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

LEGAL  
Anne Helzant  
COUNTY ATTORNEY

**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**

Aaron Banfield  
Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

|      | <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|------|--------------|-----------------------|-----------------------|
| (A). | 1/07         | PBC PAR               |                       |
|      | 1/06         |                       |                       |
|      | 1/05         |                       |                       |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
| Hend Rusby official  |                  |
| ↓                    |                  |
|                      |                  |

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

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



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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| 1/04         | A certification USQRLA                 | D. Roberts                 |
|              |  |                            |
|              |  |                            |
|              |  |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|  |
|--|
|  |
|  |



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 373-90-4736

Full Name (print) Aaron Banfield Sex M Race W

Date of Birth 12/5/76 Driver's License No. Te287614 (Ohio license)

Address 6313 Eagle Pt Dr

City Liberty Twp State OH Zip 45061

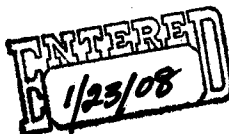
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Print Name: Aaron Banfield Date: 1/13/08

Signature: [Signature]



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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APPLICANT:

Aaron Banfield

Please print complete name

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

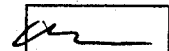
Description

Dates

|       |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

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

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 \_\_\_\_\_  
 Applicant's Signature

1/13/08  
 \_\_\_\_\_  
 Date

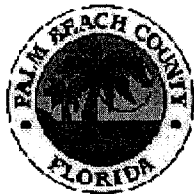
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\_\_\_\_\_  
 Applicant's Signature

\_\_\_\_\_  
 Date

contract



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

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CONTRACT DATE : 01/28/2008  
START DATE : 02/25/2008  
END DATE : 05/28/2008

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|                   |        |                 |        |
|-------------------|--------|-----------------|--------|
| CONTRACT AMOUNT : | 780.00 | REVENUE AMOUNT: | 780.00 |
| USED AMOUNT :     | 0.00   | USED AMOUNT :   | 0.00   |
| AMOUNT LEFT :     | 780.00 | AMOUNT LEFT :   | 780.00 |

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**ASSIGNED CATEGORIES:**

ART INSTRUCTOR 60.00 CLASS

| RECREATION SERVICES         |                            |              |                |                |
|-----------------------------|----------------------------|--------------|----------------|----------------|
| ACCOUNT: 0001-580-5204-5250 | VENDOR CODE: VC000000-5778 | CONTRACT:    |                |                |
| MC: <i>gy</i>               | PS:                        | CC: <i>X</i> | CA: <i>g.h</i> | DD: <i>(P)</i> |

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

This Agreement is made as of the 28 day of Jan., 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) Art program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on February 25, 2008 and will meet thereafter with the termination date of this agreement being May 28, 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): 70.00 per Person. Revenue Account No 0001-580-5204-4721.09.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of seven hundred and eighty dollars (\$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 ~~person~~ <sup>CLASS</sup> 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: 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.
  - d. Time Scheduled: 6:00 p.m-8:00p.m
  - e. Location: CMAA Therapeutic Recreation Complex.
  - f. A minimum of 24 and a maximum of 45 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

**received**  
1/23/08

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

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

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

Renata Watson PH: (561) 966-7022

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Cynthia Davis

CONTRACTOR'S Address: 1410 9<sup>th</sup> 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. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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

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

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

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



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

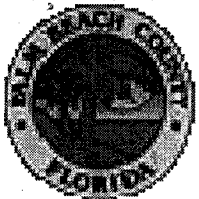
4

**Scope of 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**

Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

| <u>Dates</u>                                    | <u>Agency/Company</u> | <u>Representative</u> |
|---|-----------------------|-----------------------|
| (A) Jan. 6, 13, + 29/08                         | VSA                   | Cindy Pijanowski      |
| Palm Beach County Parks & Recreation Department |                       |                       |

| <u>Scope of Work</u>        | <u>Contact #</u> |
|-----------------------------|------------------|
| Ass. Classes (Teaching) VSA | 561-236-8696     |
|                             | 946-7625         |

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

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

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

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

| <u>Dates</u>            | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|-------------------------|--|----------------------------|
| June (98) thru May 2002 |  | North Technical Ed. Center |
|                         |  |                            |
|                         |  |                            |
|                         |  |                            |

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

☐ Yes ☒ No

If yes, give name and relationship.

|  |
|--|
|  |
|  |



**Palm Beach County  
Parks and Recreation Department**

**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 FL Zip 33401

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

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

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

Print Name: Cynthia DAVIS Date: 1.15.08

Signature: Mr. Cynthia Davis



**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 name

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

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

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

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

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

Description

Dates

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

INITIAL:

C.D

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.

Mr. Cynthia Davis  
Applicant's Signature

1.15.08

Date

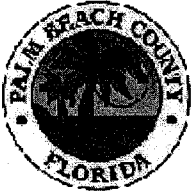
**OR**

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

contract



Palm Beach County  
Parks and Recreation Dept.

DATE : 01/30/2008

Contract Tracking System 0000001352

## 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

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CONTRACT DATE : 01/18/2008  
START DATE : 02/01/2008  
END DATE : 01/31/2009

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|                   |           |                 |           |
|-------------------|-----------|-----------------|-----------|
| 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 |

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### ASSIGNED CATEGORIES:

USA HEAD SWIM COACH

0.80 PCT



| AQUATICS                    |                              |                        |                 |                |
|-----------------------------|------------------------------|------------------------|-----------------|----------------|
| ACCOUNT: 0001-580-5302-3422 | VENDOR CODE: <u>ANDROOAP</u> |                        | CONTRACT:       |                |
| MC: <u>ja</u>               | PS:                          | CC: <u>[Signature]</u> | CA: <u>A.W.</u> | DD: <u>DHL</u> |

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

This Agreement is made as of the 18 day of Jan, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Gordon Andrews, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) USA Swimming program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on February 1, 2008 and will meet thereafter with the termination date of this agreement being January 31, 2009.
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): \$40.00-\$85.00 per participant per month. Revenue Account No. 001-580-5302-4724-02.
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 Seventy Thousand Dollars (\$ 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 or 80 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: USA Competitive Head Swim Coach
  - b. Name of class or activity: USA Competitive Swimming Team
  - c. 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 60 and a maximum of 150 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
1/19/08 [Signature]

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

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:  
Jason Walsh, Facility Manager PH: 561-684-2685
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Special Facilities & Beaches  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: Gordon Andrews  
CONTRACTOR'S Address: 5448 Berry Blossom Way E, WPB, FL 33415  
CONTRACTOR'S Phone No. 561-689-7120
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE  
Nancy Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Jason Walsh  
SIGNATURE  
Jason Walsh  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Debbie Eubank  
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR  
Debbie Eubank  
COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)

**INDEPENDENT CONTRACTOR**

Gordon Andrews  
SIGNATURE  
GORDON ANDREWS / HEAD COACH  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Helgert  
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,AAA,AA,A,B + GOLD |                              | LANES |
|----------------------|---------------------|-------|------------------|-------|------------------------------|-------|-------------------------------|------------------------------|-------|
|                      |                     |       |                  |       |                              |       | AM                            | PM                           |       |
| DECEMBER 21-JAN. 13  | OFF                 |       | OFF              |       |                              |       |                               |                              |       |
| DECEMBER 22-JAN. 6   | OFF                 |       | OFF              |       | OFF                          |       |                               |                              |       |
| DECEMBER 22-DEC. 30  | OFF                 |       | OFF              |       | OFF                          |       | OFF                           |                              |       |
| 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 BREAK    |       |                  |       |                              |       |                               |                              |       |
| 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        | 3     | 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        | 4     | 5-6pm T-F        | 5     | 7:30-9 T,TH,F,Sat.           | 5     |                               |                              |       |
| JULY 28-AUG 3        | END OF SUMMER BREAK |       |                  |       |                              |       |                               |                              |       |
| JULY 28-AUG 10       |                     |       |                  |       | END OF SUMMER BREAK          |       | END OF SUMMER 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 |       |





**PALM BEACH COUNTY**

**Parks and Recreation Department**

**SUMMARY OF QUALIFICATIONS**  
**TEMPORARY RECREATION INSTRUCTORS**

GORDON ANDREWS  
Name of Recreation Service Provider

111.50.0781  
Social Security Number

1. Which service (s) are you interested in providing? SWIM COACH, STAFF,  
EQUIPMENT

2. List prior work experience in providing this service:

| <u>Dates</u>                | <u>Agency/Company</u> | <u>Supervisor</u>  |
|-----------------------------|-----------------------|--------------------|
| <u>MARCH 1996 - CURRENT</u> | <u>USA SWIM COACH</u> | <u>[Signature]</u> |

11 OF  
THEM

| <u>Dates</u> | <u>Agency/Company</u> | <u>Supervisor</u> |
|--------------|-----------------------|-------------------|
|              |                       |                   |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Supervisor</u> |
|--------------|-----------------------|-------------------|
|              |                       |                   |

3. List any training or education you have completed relevant to providing this service.

| <u>Dates</u>          | <u>School/Training Location</u> | <u>Instructor</u> |
|-----------------------|---------------------------------|-------------------|
| <u>USAS CERTIFIED</u> | <u>TEACHER</u>                  |                   |
| <u>ASCA LEVEL 3</u>   |                                 |                   |
| <u>NICA</u>           |                                 |                   |

4. Are you related to anyone employed by the Palm Beach County Parks and Recreation Department?  
• Yes • No If yes, give name and relationship.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 111-50-0761

Full Name (print) GORDON R. ANDREWS Sex M Race W

Date of Birth April 27, 1960 Driver's License No. A536-296-60-1470

Address 5448 BERRY BLOSSOM WAY E

City WEST PALM BEACH State FL Zip 33415

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

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

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

Print Name: Gordon Andrews Date: 1/11/08

Signature: Gordon Andrews



DATE (MM/DD/YY)  
01/18/08

**1-800-777-5322**

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

## INSURERS AFFORDING COVERAGE

|  |
|--|
| INSURER A: Lexington Insurance Company       |
| INSURER B: Mutual of Omaha Insurance Company |
| INSURER C:                                   |
| INSURER D:                                   |
| INSURER E:                                   |

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

| INSR LTR                                 | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |              |
|--|--|---------------|----------------------------------|-----------------------------------|---|--------------|
| A  | GENERAL LIABILITY  | 390 4890      | 01/01/08                         | 01/01/09                          | EACH OCCURRENCE   | \$ 2,000,000 |
|  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |               |                                  |                                   | FIRE DAMAGE (Any one fire)  | \$ 100,000   |
|  | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                           |               |                                  |                                   | MED EXP (Any one person)  | \$ EXCLUDED  |
|  | <input checked="" type="checkbox"/> Participant Legal  |               |                                  |                                   | PERSONAL & ADV INJURY   | \$ 1,000,000 |
|  | <input checked="" type="checkbox"/> Liability Included   |               |                                  |                                   | GENERAL AGGREGATE   | \$ 4,000,000 |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:   |               |                                  |                                   | PRODUCTS - COMP/OP AGG  | \$ 2,000,000 |
|  | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |               |                                  |                                   |   |              |
|  | AUTOMOBILE LIABILITY   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)   | \$           |
|  | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | BODILY INJURY (Per person)  | \$           |
|  | <input type="checkbox"/> ALL OWNED AUTOS   |               |                                  |                                   | BODILY INJURY (Per accident)  | \$           |
|  | <input type="checkbox"/> SCHEDULED AUTOS   |               |                                  |                                   | PROPERTY DAMAGE (Per accident)  | \$           |
|  | <input type="checkbox"/> HIRED AUTOS   |               |                                  |                                   |   |              |
| <input type="checkbox"/> NON-OWNED AUTOS |  |               |                                  |                                   |   |              |
| <input type="checkbox"/>                 |  |               |                                  |                                   |   |              |
| <input type="checkbox"/>                 |  |               |                                  |                                   |   |              |
|  | GARAGE LIABILITY   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT   | \$           |
|  | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | OTHER THAN EA ACC   | \$           |
|  | <input type="checkbox"/>   |               |                                  |                                   | AUTO ONLY: AGG  | \$           |
| A  | EXCESS LIABILITY   | 1016935       | 01/01/08                         | 01/01/09                          | EACH OCCURRENCE   | \$ 3,000,000 |
|  | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                           |               |                                  |                                   | AGGREGATE   | \$ 6,000,000 |
|  | <input type="checkbox"/>   |               |                                  |                                   |   | \$           |
|  | <input type="checkbox"/> DEDUCTIBLE  |               |                                  |                                   |   | \$           |
|  | <input type="checkbox"/> RETENTION \$  |               |                                  |                                   |   | \$           |
|  |  |               |                                  |                                   |   | \$           |
|  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |               |                                  |                                   | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |              |
|  | E.L. EACH ACCIDENT   |               |                                  |                                   | \$  |              |
|  | E.L. DISEASE - EA EMPLOYEE   |               |                                  |                                   | \$  |              |
|  | E.L. DISEASE - POLICY LIMIT  |               |                                  |                                   | \$  |              |
| B  | OTHER XS ACC MED/DENTAL  | T5MPSP35054   | 01/01/08                         | 01/01/09                          | Maximum   | \$ 25,000    |
|  |  |               |                                  |                                   |   | \$           |
|  |  |               |                                  |                                   |   | \$           |

Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

|   |  |   |                                     |  |
|---|--|---|-------------------------------------|--|
| CERTIFICATE HOLDER                              |  | Y | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION   |
| Palm Beach County Board of County Commissioners |  |   |                                     | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>SUPPLY ONE TO TWO SHAL</del></p> <p><del>XXXXXX AS OF CANCELLATION OF POLICY OF ANY KIND AND UPON THE INSURER OF AGENTS OR</del></p> <p><del>XX</del></p> |
| 2700 6th Ave. South                             |  |   |                                     |  |
| Lake Worth, FL 33461                            |  |   |                                     |  |
| USA   |  |   |                                     | <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Caryl J. Blum</i></p>   |

## ATTACHMENT TO USA SWIMMING CERTIFICATE

### ADDITIONAL NAMED INSURED:

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 INSURED - 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:

GORDON ANDREWS

Please print complete name

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

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

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

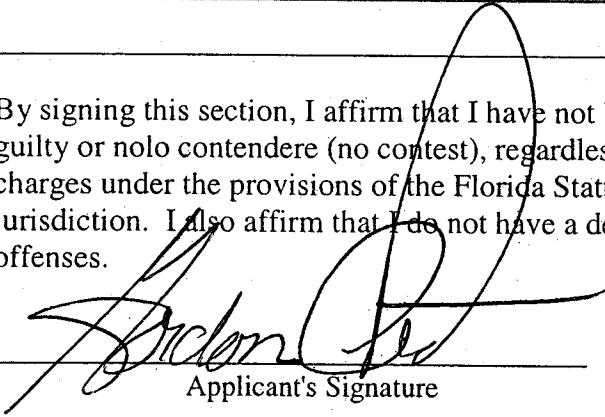
|       |                   |   |
|-------|-------------------|---|
| _____ | 826.04            | incest  |
| _____ | 827.03            | child abuse, aggravated child abuse, or neglect of a child  |
| _____ | 827.04            | contributing to the delinquency or dependency of a child  |
| _____ | 827.05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

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

| Description | Dates |
|-------------|-------|
|             |       |
|             |       |
|             |       |
|             |       |
|             |       |

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

1/7/07

Date

OR

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

Applicant's Signature

Date

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



| RECREATION SERVICES         |                |                        |                  |                        |  |
|-----------------------------|----------------|------------------------|------------------|------------------------|--|
| ACCOUNT: 0001-580-5232-3422 |                | VENDOR CODE:           |                  | CONTRACT:              |  |
| MC: <i>PPAH</i>             | PS: <i>gpc</i> | CC: <i>[Signature]</i> | CA: <i>a. n.</i> | DD: <i>[Signature]</i> |  |

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

This Agreement is made as of the 30 day of Jan, 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. **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:**
  - 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 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 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 28 and a maximum of 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.

**received**  
1/23/08

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

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:  
Carlos Morales PH: 561-694-5455
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Special Facilities & Beaches  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: Arthur Gibson  
CONTRACTOR'S Address: 3728 Cherokee AVE U.P.B FL 33409  
CONTRACTOR'S Phone No. 561-803-8806
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE  
Nancy Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Carlos Morales  
SIGNATURE  
Carlos Morales  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Ronnie E. ...  
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR  
  
COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)

**INDEPENDENT CONTRACTOR**

Peter ...  
SIGNATURE  
Peter ...  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne ...  
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**

Arthur L Gibson

Name of Recreation Service Provider/Sports Official

142 - 76 - 0699

FEI/Social Security Number

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

2. List prior work experience in providing this service:

| <u>Dates</u>   | <u>Agency/Company</u>                             | <u>Representative</u> |
|----------------|---|-----------------------|
| (A).<br>2-4-05 | Referee youth basketball at Royal Palm Gym        |                       |
| 1-6-07         | Coaches 9-10 youth basketball for South Olive Gym |                       |

| <u>Scope of Work</u>   | <u>Contact #</u> |
|--|------------------|
| I was a Referee at - Royal Palm Beach <sup>(Gym)</sup> Basketball season<br>2004 - 2005 -<br>volunteer SACC counselor for south olive elementary school - 2006 |                  |

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

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

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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
|              |  |                            |
|              |  |                            |
|              |  |                            |
|              |  |                            |

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

☐ Yes
 ☒ No

If yes, give name and relationship.





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 142-76-0677

Full Name (print) ARTHUR L GIBSON Sex M Race Black

Date of Birth 11-5-83 Driver's License No. 2125-052-83-405-0

Address 3728 Cherokee AVE W

City West palm Beach State FL Zip 33409

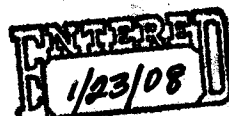
I, Arthur Gibson, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

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

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

Print Name: Arthur Gibson Date: 1-22-08

Signature: Arthur Gibson 





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

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

## VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

☒ New Registration

☐ Change of Information

Headquarters (Legal Name) of Company:

Arthur L Gibson  
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name:

Arthur L Gibson  
(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: 142-76-0677

1. Please list below your Headquarters address information:

Address: 3728 Cherokee AVE

City: West palm Beach FL State/Province: FL

Zip/Postal Code: 33409 Country: USA

Main Phone Number: 561-803-8806

Contact Name: A.J

E-mail Address: ArtieFlex2003@aol.com  
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-543-0397

Alternate Phone Number: 561-541-4900

Contact Fax Number: \_\_\_\_\_

Alternate Fax Number: \_\_\_\_\_

2. Please list below your Payment Address/Accounts Receivable Department information addresses if necessary, or check here if ☒ Same as Headquarters:

Address: 3728 Cherokee AVE WEE

City: West palm Beach State/Province: FL

Zip/Postal Code: 33409 Country: \_\_\_\_\_

Main Phone Number: 561-803-8806

Contact Name: A.J

E-mail Address: ArtieFlex2003@aol.com

Contact Phone Number: 561-543-0397

Alternate Phone Number: 561-541-4900

Contact Fax Number: \_\_\_\_\_

Alternate Fax Number: \_\_\_\_\_

3. Please list below your **Order Processing Department** information and attach additional addresses if necessary, or check here if ☐ Same as Headquarters:

Address: 3728 Cherokee AVE  
City: West Palm Beach State/Province: FL  
Zip/Postal Code: 33409 Country: \_\_\_\_\_  
Main Phone Number: 561-503-8506  
Contact Name: A.J. E-mail Address: ArtiePlex2003@Aol.com  
(E-mail Address may be used for Orders/Contracts)  
Contact Phone Number: 561-543-0397 Alternate Phone Number: 561-541-4900  
Contact Fax Number: \_\_\_\_\_ Alternate Fax Number: \_\_\_\_\_

4. Licenses and Certifications:

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

List Others: Type: \_\_\_\_\_ Number: \_\_\_\_\_  
Type: \_\_\_\_\_ Number: \_\_\_\_\_

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

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

6. List Company Officials:

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

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

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

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

Print Name: Arthur L Gibson Title: Referee  
Signature: Arthur L Gibson Date: 1-22-08

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:

Arthur L Gibson

Please print complete name

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

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

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

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

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

Description

Dates

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|  |

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

INITIAL:

AG

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.

*Chitra N. Khan*  
Applicant's Signature

1-22-08  
Date

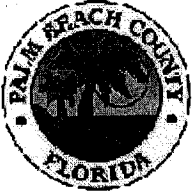
OR

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

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.

DATE : 01/31/2008

Contract Tracking System 0000001353

**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 SERVICES         |                |                          |     |                       |
|-----------------------------|----------------|--------------------------|-----|-----------------------|
| ACCOUNT: 0001-580-5232-3422 |                | VENDOR CODE: JOHNS106573 |     | CONTRACT:             |
| MC: <i>fec</i>              | PS: <i>fec</i> | CC: <i>[initials]</i>    | CA: | DD: <i>[initials]</i> |

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

This Agreement is made as of the 30 day of Jan, 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:

1. **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:**
  - 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 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 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 28 and a maximum of 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.

**received**  
1/23/08

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



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

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

Carlos Morales PH: 561-694-5455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Carrengton Johnson

CONTRACTOR'S Address: 17586 36<sup>th</sup> Ct. N

CONTRACTOR'S Phone No. 561-201-9193

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Carlos Morales  
SIGNATURE

Carlos Morales  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Debbie L. Johnson  
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

Carreaston Johnson  
SIGNATURE

Carreaston Johnson Referee  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne Delgant  
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**

Carrengton Johnson / Referee  
Name of Recreation Service Provider/Sports Official

589-92-8330  
FEI/Social Security Number

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

2. List prior work experience in providing this service:

| <u>Dates</u>          | <u>Agency/Company</u>         | <u>Representative</u> |
|-----------------------|-------------------------------|-----------------------|
| (A). <u>2005-2006</u> | <u>Palm Beach Garden High</u> | <u>Coach Flury</u>    |
| <u>2005</u>           | <u>Palm Beach Garden</u>      | <u>Coach Hurley</u>   |
| <u>2004</u>           | <u>Palm Beach Garden</u>      | <u>Coach Daniels</u>  |

| <u>Scope of Work</u>                                       | <u>Contact #</u>    |
|--|---------------------|
| <u>Varsity Football (2005-2006) player/student of game</u> | <u>561-694-7300</u> |
| <u>Junior Varsity (2005) player/student of the game</u>    |                     |
| <u>Freshman Football (2004) player/student of the game</u> |                     |

| <u>Dates</u>     | <u>Agency/Company</u>              | <u>Representative</u>   |
|------------------|------------------------------------|-------------------------|
| (B). <u>2005</u> | <u>3rd Street Church of Christ</u> | <u>Larry Washington</u> |

| <u>Scope of Work</u>  | <u>Contact #</u> |
|---|------------------|
| <u>Referee, some Coaching with Intramural sports. Football, Volleyball, baseball.</u> | <u>833-3081</u>  |

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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
|              |  |                            |
|              |  |                            |
|              |  |                            |
|              |  |                            |

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

☒ Yes      ☐ No

If yes, give name and relationship.

|                 |
|-----------------|
| Raymond Johnson |
|                 |
|                 |

**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 |
| _____ | 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 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  |
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| _____ | 827.071           | sexual performance by a child   |
| _____ | 843.01            | resisting arrest with violence  |
| _____ | Chapter 847       | obscene literature  |
| _____ | Section 847.05(1) | encouraging or recruiting another to join a criminal gang   |
| _____ | Chapter 893       | drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor |
| _____ | Section 985.4045  | sexual misconduct in juvenile justice programs  |

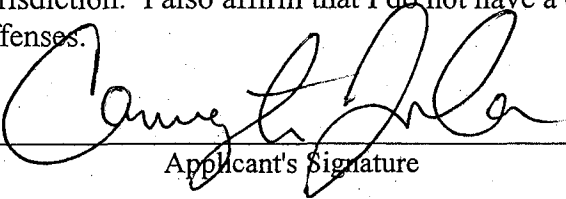
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

| Description | Dates |
|-------------|-------|
|             |       |
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|             |       |
|             |       |
|             |       |

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

INITIAL: CJ

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

1/15/08  
Date

OR

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date