

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 3, 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 April.

- A) Modern Bujutsu Karate Florida, Inc., Martial Arts Program, West Boynton Park & Recreation Center. (BUJUTSU1176330508525200A);
- B) Building Up Sports Academy, Fishing Camp, various locations, (BUILDUP1161460708524383A).

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.


Attachment: Independent Contractor Agreements (2)

Recommended by:


Department Director

5/5/08
Date

Approved by:


Assistant County Administrator

5/21/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>11,243</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(15,451)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(4,208)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5252/5243
 Object 3422/Revenue Source 4721 Program N/A

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

	Contractor	FY2008	
		Revenue	Expense
A	Modern Bujutsu Karate Florida, Inc.	\$6,900	\$4,830
B	Building Up Sports Academy	\$8,551	\$6,413
	Totals	\$15,451	\$11,243

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Amillhite 5-19-08
 OFMB 88 5/14/08 5/11/08 5/18/08

Dr. J. Jacob 5/19/08
 Contract Development and Control
 6/20/08 5/19/08

B. Legal Sufficiency:

Anne Delgant 5/20/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001362

DATE : 04/23/2008

CONTRACT INFORMATION
Active

BUJUTSU1176330508525200A

Certificate of Insurance

NAME : MODERN BUJUTSU KARATE FLORIDA, INC.,
VENDOR CODE: BUJUTSU117633
INSTRUCTOR: MARTIAL ARTS
ACCOUNT NUMBER : 0001-580-5252-00-3422
LOCATION: WEST BOYNTON PARK & RECREATION CENTER
PROGRAM: MARTIAL ARTS

CONTRACT DATE : 04/22/2008
START DATE : 05/02/2008
END DATE : 09/27/2008

CONTRACT AMOUNT : 4,830.00 REVENUE AMOUNT: 4,830.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 4,830.00 AMOUNT LEFT : 4,830.00

ASSIGNED CATEGORIES:

MARTIAL ARTS 0.70 Pct

RECREATION SERVICES

ACCOUNT:0001-580-5252-3422		VENDOR CODE: <u>BUJUTSU 117633</u>		CONTRACT:	
MC: <u>AW AH</u>	PS: <u>ofc</u>	CC: <u>[Signature]</u>	CA: <u>Q AH</u>	DD: <u>[Signature]</u>	

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 22 day of April, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Modern Bujutsu Karate Florida, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on May 2, 2008 and will meet thereafter with the termination date of this agreement being September 27, 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): \$75 per participant, any additional family member are \$70.00. 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 Eight Hundred Thirty Dollars
- b. (\$ 4,830.00). 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.
- c. The CONTRACTOR's fee shall be the sum of _____ or 70 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: Instructor
- b. Name of class or activity: Martial Arts
- c. Day(s)/Date(s) Scheduled: Wednesday and Friday
- d. Time Scheduled: 6:00pm - 9:00pm
- e. Location: West Boynton Recreation Center
- f. A minimum of 5 and a maximum of 75 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
4/16/08
[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 2 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 Center Newsletter 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: Modern Bujutsu Karate Florida, Inc.

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

CONTRACTOR'S Phone No. 561-795-2804 or 632-2804

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

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

[Signature]
SIGNATURE

Alexis Cardona
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Delgant
COUNTY ATTORNEY

SCOPE OF SERVICE

Modern Bujutsu Karate Florida, Inc.

Modern Bujutsu Karate Florida, Inc. will be providing Martial Arts instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, Florida.

Instruction will be provided to participants four years of age or older in accordance with the requirements set forth by the Modern Bujutsu Karate organization.

The program will be offered from May 2008 through September 2008. Classes are held on Wednesdays and Fridays from 6:00 to 9:00pm. A fee of \$75.00 per person (\$70.00 per additional family member) will be charged for sixteen-one and one-half hour classes per session. A session consists of eight weeks. There are five-eight week sessions per program year.

Equipment used in this program consists of a kicking bag, bow and sai.

Evidence of Insurance		03/31/2008					
PRODUCER Grizzly Insurance Agency, LLC PO Box 5530 Breckenridge, CO 80424 800-207-6603		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE LENDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.					
INSURED Modern Bujutsu Karate Florida, Inc. 13551 Northumberland Circle Wellington, FL. 33414		INSURANCE COMPANY AFFORDING COVERAGE Capitol Specialty Corporation					
THE POLICY LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
TYPE OF INSURANCE	Insurance Company	POLICY EFFECTIVE DATE					
Term	LIMITS						
X	GENERAL LIABILITY	Capitol Specialty Corporation Policy #CS218051	2/29/08	2/29/09	GENERAL AGGREGATE	\$2,000,000	
	X				COMMERCIAL GENERAL LIABILITY	PRODUCTS AGGREGATE	\$1,000,000
	X				Athletic Participants Coverage	PERSONAL & ADV. INJURY	\$1,000,000
	X				Landlords Additional Insured	EACH OCCURRENCE	\$1,000,000
	X				Includes Property Damage	FIRE DAMAGE (Any One Fire)	\$100,000
						Deductible	\$0
X	Accident Medical Insurance	Accident Carrier State Specific (Lloyds, American Sentinel/Aegis or QBE)	2/29/08	2/29/09	Total per Accident	\$100,000	
	X				Students & Staff	Deductible	\$250
Certificate Holders / Additional Insured's							
Town of Palm Beach 340 Seaview Ave. Palm Beach, FL. 33480	Township Comm. Assoc. 2424 Lyons RD Coconut Creek Fl., Fl. 33063	PBC Board of Co. Comissioners 6000 Northtree BLVD. Boynton Beach, FL. 33463					
Locations							
340 Seaview Ave. Palm Beach FL. 33480	2424 Lyons Road Coconut Creek FL 33063	6000 Northtree BLVD. 6000 Northtree BLVD. FL. 33463					
The Certificate Holder(s) is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.							
CANCELLATION - SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE OF THE POLICY, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES							
AUTHORIZED REPRESENTATIVE- <i>Don Baldwin</i>							



Mailed in

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.)

COPY

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

[] New Registration

[X] Change of Information

Headquarters (Legal Name) of Company: Modern Bujutsu Karate Florida Inc. (Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: Modern Bujutsu Karate Fla. Inc. (List your D/B/A or fictitious name only if applicable.)

Type of Business Entity (check one):

[] Individual [] Sole Proprietorship [] Partnership [X] Corporation [] Other

Business Commodity Offered (check one):

[] Goods Only [X] Services Only [] Goods and Services

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 26-2111327

1. Please list below your Headquarters address information:

Address: 13551 Northumberland Cir.

City: Wellington State/Province: FL

Zip/Postal Code: 334114 Country:

Main Phone Number: (561) 632-2804

Contact Name: Alexis Cardona E-mail Address: ACardona@Att.net (E-mail Address may be used for Orders/Contracts)

Contact Phone Number: (561) 632-2804 Alternate Phone Number: (561) 795-2804

Contact Fax Number: (561) 795-2804 Alternate Fax Number:

2. Please list below your Payment Address/Accounts Receivable Department information address if necessary, or check here if [X] 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 address 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. 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: _____

5. List Company Officials:

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

6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit www.pbcgov.com/osba and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

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

Print Name: Alexis CARDONA Title: President of Operations
Signature:  Date: 4/2/08

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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No Events No Name History

Detail by Entity Name

Florida Profit Corporation

MODERN BUJUTSU KARATE FLORIDA, INC.

Filing Information

Document Number P08000022872
FEI Number NONE
Date Filed 03/03/2008
State FL
Status ACTIVE
Effective Date 03/01/2008

Principal Address

13551 NORTHUMBERLAND CIRCLE
WELLINGTON FL 33414

Mailing Address

13551 NORTHUMBERLAND CIRCLE
WELLINGTON FL 33414

Registered Agent Name & Address

CARDONA, ALEXIS
13551 NORTHUMBERLAND CIRCLE
WELLINGTON FL 33414 US

Officer/Director Detail

Name & Address

Title P

CARDONA, ALEXIS
13551 NORTHUMBERLAND CIRCLE
WELLINGTON FL 33414

Title VP

CARDONA-MATOS, ARELIS
13551 NORTHUMBERLAND CIRCLE
WELLINGTON FL 33414

Title T

CARDONA, ALEXANDER
13551 NORTHUMBERLAND CIRCLE
WELLINGTON FL 33414

Annual Reports

No Annual Reports Filed

Document Images

03/03/2008 -- Domestic Profit

[View image in PDF format](#)

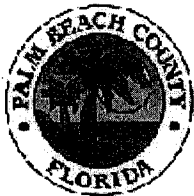
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Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001363

DATE : 04/28/2008

CONTRACT INFORMATION
Active

BUILDUP1161460708524383A

Certificate of Insurance

NAME : BUILDING UP SPORTS ACADEMY,
VENDOR CODE: BUILDUP116146
INSTRUCTOR: FISHING CAMP
ACCOUNT NUMBER : 0001-580-5243-83-3422
LOCATION: VARIOUS LOCATIONS
PROGRAM: FISHING CAMP

CONTRACT DATE : 04/25/2008
START DATE : 07/13/2008
END DATE : 08/09/2008

CONTRACT AMOUNT :	6,413.00	REVENUE AMOUNT:	6,413.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	6,413.00	AMOUNT LEFT :	6,413.00

ASSIGNED CATEGORIES:

FISHING CAMP 0.75 PCT

RECREATION SERVICES				
ACCOUNT: 0001-580-5243-83	VENDOR CODE: VC0000116146	CONTRACT:		
MC: AH	PS: <i>ofc</i>	CC: <i>[Signature]</i>	CA: <i>a. 74.</i>	DD: <i>[Signature]</i>

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

This Agreement is made as of the 25 day of April, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Building Up Sports Academy, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available three 1 week fishing camp sessions 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 July 13, 2008 and will meet thereafter with the termination date of this agreement being August 9, 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): \$95.00 per one week session. Revenue Account No. 0001-580-5243-~~82~~ 4721-02 *ofc*
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 thousand four hundred thirteen dollars (\$ 6,413.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of _____ or 75% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Fishing Camp/Building Up Sports Academy
 - b. Name of class or activity: 2008 Palm Beach County Fishing Camps
 - c. Day(s)/Date(s) Scheduled: Session 1: July 14 – 18 Session 2: July 28 – August 1
Session 3: August 4 – 8.
 - d. Time Scheduled: 9 am – 12 Noon
 - e. Location: Session 1: John Prince Park (Osborne Pavilion) Session 2: Okeeheelee Park
Session 3: Caloosa Park.

received
4/21/08 *[Signature]*

- 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.
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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:

Adrienne Huisman PH: 966-7054

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Building Up Sports Academy Inc.

CONTRACTOR'S Address: 2637 Exuma Rd. West Palm Beach, FL 33406

CONTRACTOR'S Phone No. 561-601-5248

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

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Adrienne Huisman
SIGNATURE

Adrienne Huisman
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

David August - President
NAME & TITLE (TYPE OR PRINT)

REVISED AS TO FORM AND LEGAL SUFFICIENCY

Anne Delgent
COUNTY ATTORNEY

SCOPE OF SERVICE

Building Up Sports Academy Fishing Camp

The Building Up Sports Academy will provide three weeks of fishing camp in one week sessions: July 14 – 18, July 28 – August 1, and August 4 – 8, 2008 from 9 am – Noon. Participants will learn the basics of fishing such as baiting a hook, knot tying, water safety, and indentifying species of freshwater fish. All campers will receive a fishing award and camp t-shirt. Fishing equipment will be provided by the vendor.

A \$95.00 fee per session will be charged for participation in the one week camp.

Equipment to be used: Fishing rod and reel, hooks, bait, tackle, fishing nets and buckets.

Building Up Sports Academy Palm Beach County Fishing Camp Proposal

Camp Dates:

Session 1 : July 14-18, 2008 at John Prince Park (pavilion on South side of Lake Osborne next to fishing pier/dock)

Session 2 : July 28 – Aug 1, 2008 at Okeeheelee Park (Alligator Pavilion)

Session 3 : Aug 4-8, 2008 at Caloosa Park (main pavilion by lake)

Camp Ages:

6-13

Camp Hours:

9 AM – 12 PM

Camp Fees:

\$95.00

Fishing camps include:

- 5 days of structured fishing activities and clinics
- Daily snack and juice
- Awards ceremony (all campers get a medal)
- Building Up Sports Academy Fishing T-shirt
- Fishing rod/reel and tackle box for each camper
- Fishing tournament on last day of camp
- Daily sportsmanship prizes



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

David Asquith / Building Up Sports Academy 572-78-6336
Name of Recreation Service Provider/Sports Official FEI/Social Security Number

1. Which service(s) are you interested in providing? Summer Fishing Camps

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>2002 - current</u>	<u>Village of Royal Palm Bch</u>	<u>Matt Latona</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Summer sports camps</u>	<u>561-790-5124</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>2002 - current</u>	<u>City of WPB</u>	<u>Kelly Koller</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Summer sports camps</u>	<u>561-304-4900</u>

(C) Dates Agency/Company Representative

Scope of Work Contact #

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>
1999	PBA graduate/BA Physical Ed.	PBA
2001	Cooperation license	n/a

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 592-78-6336

Full Name (print) David Aagaard Sex M Race W

Date of Birth 9-23-75 Driver's License No. A263-163-75-263-0

Address 2637 Exum Rd

City WFB State FL Zip 33406

I, David Aagaard, 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: David Aagaard Date: 1/31/08

Signature: [Handwritten Signature]

ENTERED
4/23/08



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/12/2008
PRODUCER Bene-Marc, Inc. 6301 Southwest Blvd, Suite 101 Fort Worth, TX 76132	For Service Contact: (817) 738-6899 Cert #: 7913-18775-82843-0	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Building Up Sports Academy, Inc 2637 Exume Rd, West Palm Beach, FL 33406	INSURERS AFFORDING COVERAGE INSURER A: Tudor Insurance Company INSURER B: The Hartford INSURER C: INSURER D: INSURER E:	NAIC #

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PGL-0774382	4/1/2008	9/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Included Med Exp for Spectators Only
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Participants Excess Accident	46 SR 124786	4/1/2008	9/1/2008	Medical Limit \$25,000 Deductible \$50.00

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

 Certificate Holder is named as Add'l Insured as respects to the operations of the named insured.

CERTIFICATE HOLDER Cert #: 7913-18775-82843-0 Palm Beach County Board of Commissioners - Attn-Summer Camp 2700 Sixth Avenue South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Ashley Higgins</i>
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**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: David Aagaard
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: DA

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



 Applicant's Signature

 3-28-08

 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