Agenda Item #: 3.M.10.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

| Meeting Date: | July 8, 2008 | | onsent dinance | [] Regular [] Public Hearing |
|--|---|--|--|--|
| Department: | Parks and Recreation | | | |
| Submitted By: | Parks and Recreation Depart | ment | | |
| Submitted For: | Parks and Recreation Depart | tment | | |
| | I. EXECU | TIVE BRIEF | | |
| | e: Staff recommends motion to eived during the months of May | · · | executed Ind | ependent Contractor |
| (GLAS00 B) JKF Goj (JKFGO. C) Modern E (BUJUTS D) Melissa | oductions, Inc., Summer Camp 170608524100A); u Kai, Florida, Inc., Martial A IU1110970508523300C); Bujutsu Karate Florida, Inc., Mart BU11763306085204A); Sackl, Water Aerobics 00106085204A). | Arts Program, We | est Jupiter | Recreation Center. |
| must be submit Independent Co Commissioners Recreation Dep | ccordance with County PPM CV ted by the initiating Departmen ontractor Agreements have bee (Board) by the County Admini artment in accordance with Reso re now being submitted to the Bo | t as a receive and en fully executed o strator/Director/Assolution 94-422, ame | file agenda n behalf of sistant Direc nded by Res | item. The attached the Board of County tor of the Parks and solutions 02-2103 and |
| Agreements wi Resolutions 02- Board granted Independent Co | nd Justification: A resolution protection that recreation instructors and second 2103 and 07-0409) was adopted the Director/Assistant Director actor Agreements with recreat 0,000 or more requiring the Cour | sports officials (Real of the Board to stream of Parks and Real of the Instructors and Instructors | esolution 94 reamline the lecreation a sports officia | 1-422, amended by hiring process. The authority to execute |
| Administrator/D | nts attached have been exective irector/Assistant Director of the Following legated by the Board, and are not be seen as a seen and are not be seen as a seen are not be seen as a seen are not be seen as a seen are not be seen as a seen | arks and Recreation | n Departme | nt in accordance with |
| Attachment: In | ndependent Contractor Agreeme | ents (4) | | |
| Recommended | by: Department Directo | l/www. | | /16/08 |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|---|---------------------------------------|---------------------------|--------------------------|--------------------------|--------------------------|
| Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) | -0- 7,220 (8,605) -0- -0- | -0- -0- -0- -0- | -0- -0- -0- -0- | -0- -0- -0- -0- | -0- -0- -0- -0- |
| NET FISCAL IMPACT | (1,385) | 0- | 0- | 0 | 0- |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | - | | |
| Is Item Included in Curren Budget Account No.: | t Budget? Y Fund <u> 0001</u> | es <u>X</u> Department | No 580 Unit 52 | 204/5233/5241 | |

Object 3422/Revenue Source 4721/4724 Program N/A

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

| | Contractor | FY2008 | |
|---|-------------------------------------|---------|---------|
| | | Revenue | Expense |
| Α | Glass Productions, Inc. | \$0 | \$1,200 |
| В | JKF Goju Kai, Florida, Inc. | \$6,715 | \$4,700 |
| O | Modern Bujutsu Karate Florida, Inc. | \$0 | \$240 |
| D | Melissa Sackl | \$1,890 | \$1,080 |
| | Totals | \$8,605 | \$7,220 |

| C. | Departmental Fiscal Review: | chopelakis | |
|----|------------------------------------|------------|--|
|----|------------------------------------|------------|--|

III. REVIEW COMMENTS

| A. OFMB Fiscal and/or Contract Developme | nt and Control Comments: |
|--|----------------------------------|
| OFMB 80 6 20 08 B. Legal Sufficiency: Assistant County Attorney C. Other Department Review: | Gontract Development and Control |
| | |

Department Director

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



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001366

DATE : 05/20/2008

CONTRACT INFORMATION

GLAS00170608524100A

Certificate of Insurance

NAME :

GLASS PRODUCTIONS,

VENDOR CODE:

GLAS0017

INSTRUCTOR:

SUMMER CAMP STAFF TRAINING

ACCOUNT NUMBER : 0001-580-5241-00-3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

STAFF TRAINING

CONTRACT DATE :

05/19/2008

START DATE :

06/07/2008

END DATE :

06/08/2008

CONTRACT AMOUNT :

1,200.00 REVENUE AMOUNT:

1,200.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,200.00 AMOUNT LEFT:

1,200.00

ASSIGNED CATEGORIES:

SUMMER CAMP STAFF TRAINING 1,200.00 FLAT FEE

| 2-04 20 20 2 | | RECREATION SERVICES |
|--------------------|------------------------|--|
| AC | COUNT: 0001-58 | 80-5241 -34 43- VENDOR CODE: GLAS0017 CONTRACT: |
| M | C:AH | PS: NOC FSS: WP CC: CA: Q. O. DD: |
| | • • | INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT |
| T | his Agreemen Palm I | t is made as of the /9 day of // 2008, by and between the Board of County Commissioners of Beach County, Florida, hereinafter referred to as the "COUNTY" and _Glass Productions Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR". |
| | | WITNESSETH: |
| pro | | EAS, the COUNTY desires to make available (a) (an) <u>Summer Camp Staff Training.</u> esires to contract with CONTRACTOR to provide a specific service for that program; and |
| pro | WHERE oviding said pro | EAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to rogram. |
| an | | HEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY FOR hereby agree as follows: |
| 1. | | class, activity or service will begin on <u>June 7, 2008</u> and will meet thereafter with the termination date of ent being <u>June 8, 2008</u> . |
| 2. | charges from | Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and m participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): NA Revenue Account NoNA |
| 3. | Payments T | o Contractor: |
| | a. | The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>one thousand and two hundred dollars (\$1,200.00</u>). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. |
| | b. | The CONTRACTOR's fee shall be the sum of \$1,200.00 or% of the paid enrollment fees for the class or activity. |
| 4. | Specific De | tails: |
| | a. | Type of service/instructor: Staff Training |
| | b. | Name of class or activity: <u>Ice Breakers & Recreational Leadership Instruction.</u> |
| | C. | Day(s)/Date(s) Scheduled: Saturday, June 7, 2008 |
| | d. | Time Scheduled: _7:30 AM - 5:00 PM |
| | e. | Location: CMAA Therapeutic Recreation Complex |
| | f. | A minimum of NA and a maximum of NA paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered. |

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

9. Performance:

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

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

| A alada a a a a a a la la da a a a a a | | DII. | 000 | 7054 |
|--|--|------|------|-------|
| Adrienne Huisman | | PH: | 900- | 7054. |
| | | | | |

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

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

and if sent to the CONTRACTOR shall be mailed to:

| CONTRACTOR 5 Name. | Randali Glass, President Glass Prod | auctions, inc. |
|----------------------------|-------------------------------------|----------------|
| | | |
| CONTRACTOR'S Addres | s: PO Box 18288 | |

CONTRACTOR'S Phone No. <u>(561) 204-4980</u>

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

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

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

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

| PALM BEACH COUNTY WITNESS SIGNATURE SIGNATURE STORY ST | PALM BEACH COUNTY DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR |
|--|---|
| Nancy Beale NAME (TYPE OR PRINT) | COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.) INDEPENDENT CONTRACTOR, |
| CONTRACTOR WITNESS Addine Husman SIGNATURE | SIGNATURE |
| Adrienne Huisman NAME (TYPE OR PRINT) | Randall H. Glass NAME & TITLE (TYPE OR PRINT) |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

Onne Odlant

SCOPE OF SERVICE

Glass Productions, Inc.

Glass Productions will lead opening activities/ice breakers for the entire staff and conduct one class throughout the day called Recreational Leadership during the All Camp Staff Training on Saturday, June 7, 2008 from 8:00 am to 5:00 pm at the CMAA Therapeutic Recreation Complex, 2728 Lake Worth, Lake Worth, Florida.

The class will be provided to counselors, assistant directors, after school staff and directors. The Recreational Leadership class will teach camp staff how to lead games and activities in a way that engages campers and creates an enthusiasm for the activity.

No fee will be charged for participation in the classes.

Equipment to be used includes notebook with information from classes.

P. 01/01

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| j | | | RANDALL | & ARINEI | r Glas | INSURER E: | | | |
| | | | P.O. BOX | K 18288 | | INSURER C: | • | | |
| | | | WPB, FL | 33416 | | INSURER D: | | | |
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Contractor Background Screening Consent/Release Form

| Full Name (print) Randall Hassell Glass Sex M Race American |
|---|
| Date of Birth $\frac{7/29/67}{}$ Driver's License No. $\frac{6420-728-67-269-0}{}$ |
| Address 14279 435d Road |
| City Loxahatehee State FL Zip 33470 |
| I, Randall Glass, 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: Randa // G/ass Date: 4/24/08 |
| Signature: Karalal H. Hlann |
| |

Applicant's Social Security Number 4/2 19 2925



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| Randall G of Recreation Service Pr | | FEI/Social Security Number |
|---------------------------------------|-----------------------------------|----------------------------|
| Which service(s) are yo | u interested in providing? Trai | ning + Performance |
| · | | |
| List prior work experie | ace in providing this service: | |
| <u>Dates</u> | Agency/Company | Representative |
| (A). Since May 2 | 2002 Four Seasons | Cindy Racco |
| 1 | Agency/Company 2002 Four Seasons | 582 2800 |
| | | |
| Scope of Work | | Contact # |
| ABC Rec | . A Aller | |
| Activities | for kids | |
| Team Build | for kids ling for Adults | |
| Dates | Agency/Company | <u>Representative</u> |
| (B). Since 1998 | PBC Rec. After | -School Kathy Bo |
| | Consultant | |
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| | | |
| Scope of Work | | Contact # |
| | events + recreat | |
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| Dates | Agency/Company | | Representa | tive |
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| Scope of Work | | • | <u>Con</u> | tact # |
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| List any licenses/certificatio | | | vant to providing Location/In | |
| <u>Dates</u> | License/certification/educ | | Location/In | |
| <u>Dates</u> | License/certification/educ | cation_ | Location/In | |
| <u>Dates</u> | License/certification/educ | cation_ | Location/In | |
| <u>Dates</u> | License/certification/educ | cation_ | Location/In | |
| <u>Dates</u> | License/certification/educ | cation BA dog | <u>Location/Ir</u> | estructor |
| Dates 1986–1990 Are you or any of your emp | License/certification/educ | cation BA dog | <u>Location/Ir</u> | estructor |



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number <u>/83 58 6657</u>

| Full Name (print) Jess, Cz Arinee Glass Sex F Race Mative |
|---|
| Date of Birth 8/25/69 Driver's License No. 6420 - 421 - 69 - 805 - 0 |
| Address 14279 43 d Road |
| city Loxahatchee State FL zip 33470 |
| I, Aringo Glass , authorize and give consent for Palm Beach County to obtain |
| information regarding myself. This includes the following: |
| 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: J. Arinec Glass Date: \$/24/08 |
| Signature: |



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| Nam | Name of Recreation Service Provider/Sports Official FEI/Soci | sal Security Number |
|---|--|--|
| 1. | 1. Which service(s) are you interested in providing? Training & Fo | irtormance |
| 2. | 2. List prior work experience in providing this service: | |
| | <u>Dates</u> <u>Agency/Company</u> <u>R</u> | <u>epresentative</u> |
| | (A). Since May 2007 Four Slazons Con | dy Racco SELHOU |
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| | Scope of Work Kids Activitis | ontact # |
| | Team Bulding | : The state of the |
| | J | · |
| *************************************** | | |
| | Dates Agency/Company R (B). Since 1998 PBC Rec Atter School | epresentative La Hry Bolander |
| | | |
| | | |
| | | Contact # |
| | Various Events & Rec Actiontes 966-6 | 628 |

| <u>Dates</u> (C). | Agency/Company | <u>Representative</u> |
|--|---|-----------------------|
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| Scope of Work | | · Contact # |
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| | cation/education you have completed | |
| <u>Dates</u> | License/certification/education | Location/Instructor |
| <u>Dates</u> | | |
| | License/certification/education | Location/Instructor |
| <u>Dates</u> | License/certification/education | Location/Instructor |
| Dates 1986 - 1990 Are you or any of your | License/certification/education Unlow Unwharing F | Location/Instructor |
| Dates 1986 - 1990 Are you or any of your and Recreation Depart | License/certification/education Unlow Unwholing employees related to anyone employment? | Location/Instructor |
| Dates 1986 - 1990 Are you or any of your and Recreation Depart | License/certification/education Unlow Unwharing F | Location/Instructor |

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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: | J. Arinee | G1055 |
|------------|-----------|-------|
| | | |

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 | | relating to sexual misconduct with certain developmentally disabled clients |
|-------------|----------|-------------|---|
| | G .: | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| | Sections | | adult abuse, neglect, or exploitation of aged person or disabled adults |
| | | 741.30 | domestic violence and injunction for protection (defined in 741.28) means any |
| | | | assault, aggravated assault, battery, aggravated battery, sexual assault, sexual |
| | | | battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a |
| | | 700 04 | family or household member |
| | | 782.04 | murder |
| | | 782.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or |
| | | | aggravated manslaughter of a child |
| *** | | 782.071 | vehicular homicide |
| | | 782.09 | killing an unborn child by injury to the mother |
| | | 784.011 | assault, if the victim of offense was a minor |
| | | 784.021 | aggravated assault |
| | | 784.03 | battery, if the victim of offense was a minor |
| | | 784.045 | aggravated battery |
| | | 787.01 | kidnapping |
| | | 787.02 | false imprisonment |
| | | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| | | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a |
| • | | `, | child at a custody hearing or delivering the child to the designated person |
| | | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| | | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| | | 794.011 | sexual battery |
| | * | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| | Chapter | | prostitution |
| | Section | | lewd and lascivious behavior |
| | Chapter | | lewdness and indecent exposure |
| | Section | | arson |
| | Chapter | | felony theft and/or robbery |
| | | | fraudulent sale of controlled substances, if the offense was a felony |
| | Comons | 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 |
| | | 020.1020 | person or disabled adult |
| | | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

| 826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045 | person involved in the offense we sexual misconduct in juvenile just | or dependency of a child or to join a criminal gang ol only if the offense was a felony or if any other as a minor stice programs |
|--|---|---|
| Explanation: (Provide details of any items in Description | itialed above. Attach another sheet if ne | |
| <u>Bosonphon</u> | | <u>Dates</u> |
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| The above statements are true and comple | ete to the best of my knowledge. | INITIAL: JAC |
| guilty or nolo contendere (no charges under the provisions of | contest), regardless of the adju- of the Florida Statutes or under I do not have a delinquency re | I, found guilty or entered a plea of dication, to any of the foregoing any similar statute of another ecord that is similar to any of these |
| | <u>OR</u> | |
| By signing this section, I declar Disqualifying charges, acts or and true with regard to any of under any similar stature of an | offences and that the explanati the above charges under the pr | one or more of the foregoing ion I have provided is complete ovisions of the Florida Statutes or |
| Applicant's Signatu | re | Date |

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

| • | | |
|------------|----------------------------|--|
| APPLICANT: | Randall H. Glass | |
| | 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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| | | 784.045 | aggravated battery |
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| | | 787.02 | false imprisonment |
| | | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent |
| | | | pending custody proceedings |
| | | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a |
| | | | child at a custody hearing or delivering the child to the designated person |
| | | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| | | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on |
| | | | school property |
| | | 794.011 | sexual battery |
| · | | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| | Chapter | 796 | prostitution |
| | Section | | lewd and lascivious behavior |
| | Chapter | 800 | lewdness and indecent exposure |
| | Section | | arson |
| | Chapter | 812 | felony theft and/or robbery |
| | Sections | | fraudulent sale of controlled substances, if the offense was a felony |
| | | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| | | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly |
| | | | person or disabled adult |
| | | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |
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| | 826.04 | in a rink | | |
|---------------------------------------|------------------------------|---|---------------------------------------|----------------------|
| | 827.03 | incest | abuse or medicat of a shild | |
| | 827.04 | child abuse, aggravated child contributing to the delinquen | | |
| | 827.05 | negligent treatment of children | ey of dependency of a cinic | |
| - | 827.071 | sexual performance by a chile | | |
| | 843.01 | resisting arrest with violence | u | |
| | Chapter 847 | obscene literature | | |
| | Section 847.05(1) | encouraging or recruiting and | other to join a criminal gang | |
| | Chapter 893 | drug abuse prevention and co | ntrol only if the offense wa | s a felony or if any |
| | | person involved in the offens | e was a minor | • |
| | Section 985.4045 | sexual misconduct in juvenile | e justice programs | |
| planation: (Pro | ovide details of any items i | nitialed above. Attach another sheet i | f necessary.) | |
| scription | | | Detec | |
| <u>scription</u> | | | <u>Dates</u> | |
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| e above staten | nents are true and compl | lete to the best of my knowledge. | INITIAL: | RHG |
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| Devoiente | 41. i | 41 4 7 1 4 1 1 | 1 0 1 11 | |
| By signin | ig this section, I affin | rm that I have not been char | ged, tound guilty or ent | ered a plea of |
| guilty or | nolo contendere (no | contest), regardless of the ac | djudication, to any of the | ne foregoing |
| charges u | nder the provisions | of the Florida Statutes or un | der any similar statute | of another |
| jurisdiction | on. I also affirm tha | t I do not have a delinquenc | y record that is similar | to any of these |
| offenses. | | • | | · |
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| | 1 11/1 | ala | 1/- /- | |
| Kar | adall H. | Them | 4/24/08 | |
| | Applicant's Sign | nature | Date | |
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| | | <u>OR</u> | | |
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| By signin | a this section. I deal | lare that my record may cont | ain one or more of the | foregoing |
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| | | r offences and that the explan | | |
| and true v | vith regard to any of | the above charges under the | e provisions of the Flor | ida Statutes or |
| under any | similar stature of a | nother jurisdiction. | | |
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| | Applicant's Signati | ure | Date | |
| 1 | whymean a signan | uic | Date | |



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001367

DATE : 05/20/2008

CONTRACT INFORMATION Active

JKFG0JU1110970508523300C

Certificate of Insurance

NAME :

JKF GOJU KAI, FLORIDA, INC.,

VENDOR CODE:

JKFGOJU111097

INSTRUCTOR:

MARTIAL ARTS

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

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

MARTIAL ARTS

CONTRACT DATE: 05/19/2008

START DATE :

05/27/2008

END DATE :

09/28/2008

CONTRACT AMOUNT :

4,700.00 REVENUE AMOUNT:

4,700.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

4,700.00 AMOUNT LEFT:

4,700.00

ASSIGNED CATEGORIES:

MARTIAL ARTS

0.70 Pct

| | RECREATION SERVICES |
|----------------------------------|---|
| ACCOUNT: 0001-580 | D- 5233-3422 VENDOR CODE: VC0000111097 CONTRACT: |
| MC: AH | PS: OPC FSS: CC: CA: Q.PH. DD: (P) |
| | INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT |
| This Agreement Palm Bea | is made as of the <u>f</u> day of <u>f</u> , 2008, by and between the Board of County Commissioners of ach County, Florida, hereinafter referred to as the "COUNTY" and <u>JKF Goju Kai, Florida, Inc.</u> , an Independent Contractor, hereinafter referred to as "CONTRACTOR". |
| | WITNESSETH: |
| WHEREA to contract with C | AS, the COUNTY desires to make available (a) (an) <u>Karate</u> program, and desires ONTRACTOR to provide a specific service for that program; and |
| WHEREA providing said pro | AS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram. |
| | EREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY DR hereby agree as follows: |
| Term: The class termination data | ass, activity or service will begin on <u>May 27, 2008</u> and will meet thereafter with the ate of this agreement being <u>Sept. 28, 2008</u> |
| charges from | Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$60.00 3 classes/4 weeks) or \$15.00 per class Revenue Account No. 0001-580-5233-4721-09. |
| 3. Payments To | Contractor: |
| | The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Four Thousand Seven Hundred Dollars (\$4,700.00). 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. |
| | The CONTRACTOR's fee shall be the sum of \$ or _70% of the paid enrollment fees for the class or activity. |
| 4. Specific Deta | <u>ils</u> : |
| a. | Type of service/instructor: Martial Arts/Karate instruction/classes |
| b. | Name of class or activity: Karate |
| C. | Day(s)/Date(s) Scheduled: May 27, 2008 – September 27, 2008 |
| d. | Time Scheduled: Wednesdays 6-7 pm and Saturdays 9-10 am |
| e. | Location: West Jupiter Recreation Center |
| | A minimum of <u>15</u> and a maximum of <u>30</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered. |

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

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

9. **Performance:**

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

| 11. County Representative: The County Representative for this CONTRACT is: | | | |
|--|------------------|--|--|
| Alison Schram | PH: 561-747-3455 | | |

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

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

and if sent to the CONTRACTOR shall be mailed to:

| CONTRACTOR'S Name: | Gilbert Venero |
|------------------------|--|
| CONTRACTOR'S Address: | 11731 NW 22 nd Street, Pembroke Pines, FL 33026 |
| CONTRACTOR'S Phone No. | (954) 443-8182 701-5459 |

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. **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. <u>Entirety of Contractual Agreement:</u> The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

| PALM BEACH COUNTY WITNESS | |
|--|--|
| Many Beile | PALM BEACH COUNTY |
| NAME (TYPE OR PRINT) Reale | DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR |
| CONTRACTOR WITNESS SIGNATURE Alison Schram NAME (TYPE OR PRINT) | INDEPENDENT CONTRACTOR SIGNATURE CIDERT VENERO NAME & TITLE (TYPE OR PRINT) |

LEGAL SUFFICIENCY

Anne Odlyad

Scope of Services

Karate

Children and adults will learn Ryuei Ryu Karate, the traditional form of Okinawan/Japanese karate. Positive factors of these classes include; improving students self confidence, self discipline, respect, exercise, manners, self defense, staying on task, leadership and social skills. Students will be taught by instructors with over 20 years experience as well as Olympic hopeful.

Classes will be held two times a week for one hour each. A session is 4 weeks/8classes.

| | e de la companya de | | | | | | |
|-----------|---|---|-------------------------------------|---|---|------------------------------|--|
| | | | | | 0 | OATE (MM/DD/YY) 1/17/2008 | |
| FRA | DUCER FOR ANCIS L. DEAN & ASSOCIATES, 6 S. NAPERVILLE RD., BLDG. B | SERVICE CALL: INC. | ONLY AND | 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. | | | |
| P.O | . BOX 4200 | | | COMPANIES A | FFORDING COVER | RAGE | |
| (800 | EATON, IL 60189 I) 745-2409 w.fdean.com | | COMPANY | RIVERPORT II | NSURANCE COMPAN | Y | |
| INSU | RED SPORTS AND RECRECATION | | | | | | |
| | | ITS PARTICIPATING MEMBERS: | COMPANY B | | | | |
| | JKF Goju Kai Florida, Inc 11731 NW 22nd Street Pembroke Pines, FL 330 | | COMPANY | | | | |
| | 00 | | COMPANY D | | | | |
| | | | | | | | |
| | THIS IS TO CERTIFY THAT THE POL PERIOD INDICATED, NOTWITHSTAN WHICH THIS CERTIFICATE MAY BE THE TERMS, EXCLUSIONS AND CO | IDING ANY REQUIREMENT, TERM (ISSUED OR MAY PERTAIN, THE INS | OR CONDITION OF SURANCE AFFORD | ANY CONTRACT O | R OTHER DOCUMENT WITH ES DESCRIBED HEREIN IS | I RESPECT TO | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | | s | |
| | GENERAL LIABILITY | | | | GENERAL AGGREGATE | \$ 1,000,000.00 | |
| Α | X COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COMP/OP AGG | \$ 1,000,000.00 | |
| | CLAIMS MADE X OCCUR | WRD 180010 | 1/14/2008 | 1/14/2009 | PERSONAL & ADV INJURY | \$ 1,000,000.00 | |
| | OWNER'S & CONTRACTOR'S PROT INCLUDES ATHLETIC | | | j | EACH OCCURRENCE | \$ 1,000,000.00 | |
| | X INCLUDES ATHLETIC PARTICPANTS | | | | FIRE DAMAGE (Any one fire) | \$ 300,000.00 | |
| | AUTOMOBILE LIABILITY | | | | MED EXP (Any one person) | \$ N/A | |
| | ANY AUTO | | | | COMBINED SINGLE LIMIT | \$ | |
| | ALL OWNED AUTOS SCHEDULED AUTOS | | i | | BODILY INJURY (Per person) | \$ | |
| | NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | PROPERTY DAMAGE | \$ | |
| | GARAGE LIABILITY | | | | AUTO ONLY-EA ACCIDENT | \$ | |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: | \$ | |
| | | · | · | | EACH ACCIDENT AGGREGATE | \$ | |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE | \$ | |
| | UMBRELLA FORM | | | | AGGREGATE | \$ | |
| | OTHER THAN UMBRELLA FORM | | | | | \$ | |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU- OTH- TORY LIMITS ER | | |
| | | | | | EL EACH ACCIDENT | \$ | |
| | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL EXCL | | | | EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE | \$ | |
| | OTHER | | | | EL DISEASE - EA EMPLOTEE | \$ | |
| | - 111-11 | | | | | | |
| | | | | | | | |
| | Total Certificate Premium: | | | | | \$300.00 | |
| | | , | | | , | | |
| DESCI | RIPTION OF OPERATIONS/LOCATIONS/V | PEHICLES/SPECIAL ITEMS | | | | | |
| Martia | Il Arts Activities | | | | | | |
| | | | | | | | |

JKF Goju Kai Florida, Inc. 11731 NW 22nd Street Pembroke Pines, FL 33026 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Francis L. Dean

ADDITIONAL INSURED

Date (MM/DD/YY) 1/17/2008

| 1 46 | ENCY | (A/C, No, Ext): | 800-745-2409 | APPLICANT (Firs | t Named Insured) | Phone (A/C, M | a lo, Ext): | |
|---|--|---|--|---|----------------------|--|--|--|
| | FAX (A/C, No.): 630-665-7294 | | IKE Goju Kaj Ek | JKF Goju Kai Florida, Inc. | | | | |
| l | | | | | 11731 NW 22nd Street | | | |
| FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B | | | ASSOCIATES, INC. | Pembroke Pines | | | | |
| P.O. BOX 4200 | | | ND., BLDG. B | : | | | | |
| | | I, IL 60187 | | | | | | |
| | | | | EFFECTIVE DATE | EXPIRATION DATE | CO/PLAN | | |
| СО | DE: | | SUBCODE: | 1/14/2008 | 1/14/2009 | * | | |
| AG | ENCY CUS | STOMER ID | | POLICY NUMBER: | VRD 180010 | | | |
| <u></u> | | | | ACCOUNT NUMBER | : | | | |
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| | MORTGA | GE | Miami, FL 33128 | | | | SCHEDULED ITEM | NUMBER: |
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Contractor Background Screening Consent/Release Form

| Applicant's Social Security Number 549-01-5172 |
|---|
| Full Name (print) Manue A. Ayala Sex m Race H |
| Date of Birth 10-15-69 Driver's License No. A400-541-69-375-0 |
| Address 14493 6515 Wy N. City PBG State FL Zip 33418 |
| ا, <u>M مسوا A. Ayala</u> , 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: Manuel A. Agala Date: 4-16-08 Signature: |
| |



Contractor Background Screening Consent/Release Form

| Applicant's Social Security Number 265-47-0406 |
|---|
| Full Name (print) Sex M Race W |
| Date of Birth 01/16/1960 Driver's License No. 1560297600160 |
| Address 11731 NW 27 ST |
| City Ten Bruke 1 wes State FC Zip 33026 |
| I, Albert Vever, 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: |
| Signature: |
| PREEREIN |

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: | Gilbert Venero | · |
|------------|----------------------------|---|
| | Please print complete name | |

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

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

| | Sections | 393.135 394.4593 | relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients |
|-------|----------|---------------------|---|
| | Sections | 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 | |
| | 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 crimina | l gang |
| | Chapter 893 | drug abuse prevention and control only if the offer | |
| | • | person involved in the offense was a minor | , , , , , , , , , , , , , , , , , , , |
| | Section 985.4045 | sexual misconduct in juvenile justice programs | |
| Exp | lanation: (Provide details of any items | initialed above. Attach another sheet if necessary.) | |
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| Des | cription | <u>Dates</u> | |
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| The | above statements are true and comp | lete to the best of my knowledge. INITI | AL: |
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| | guilty or nolo contenders (no charges under the provisions | firm that I have not been charged, found guilty of contest), regardless of the adjudication, to any of the Florida Statutes or under any similar state I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that is simple that I do not have a delinquency record that I do not have a do not | of the foregoing |
| ſ | | <u>OR</u> | |
| | Disqualifying charges, acts o | lare that my record may contain one or more or offences and that the explanation I have proven the above charges under the provisions of the mother jurisdiction. | ided is complete |
| | • | | |
| | Applicant's Signat | ture I | Date |

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

| APPLICANT: | Manue | A. | Ayala | |
|------------|-------------|--------------|-------|--|
| | Please prin | t complete n | ame | |

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:

| | Sec | otions 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
|---|--|--------------------------|--|
| - | | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| - | Sec | otions 415.111 741.30 | 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 |
| ÷ | | 782.04 | family or household member |
| - | ` | 782.04 782.07 | murder |
| - | · | 782.07 | manslaughter, aggravated manslaughter of an elderly person or disabled adult, or |
| | | 792.071 | 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 |
| - | | 784.021 784.03 | aggravated assault |
| - | | | battery, if the victim of offense was a minor |
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| ~ | . | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| _ | <u> </u> | 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) |
| _ | Ch | apter 796 | prostitution |
| _ | Se | ction 798.02 | lewd and lascivious behavior |
| _ | Ch | apter 800 | lewdness and indecent exposure |
| | Se | ction 806.01 | arson |
| _ | | apter 812 | felony theft and/or robbery |
| _ | Sec | ctions 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 |
| | | | |

| | | 826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045 | incest child abuse, aggravated contributing to the delin negligent treatment of c sexual performance by a resisting arrest with viol obscene literature encouraging or recruitin drug abuse prevention a person involved in the o sexual misconduct in juri | quency or dependent hildren a child ence g another to join a cr nd control only if the ffense was a minor | ey of a child iminal gang offense was a felony | or if any other |
|-------------|---------------------------------------|--|---|---|--|-----------------|
| Exp | lanation: (Pro | vide details of any items ini | tialed above. Attach another s | sheet if necessary.) | | |
| Des | cription | | | <u>Dates</u> | | · |
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| | By signin guilty or a charges u | g this section, I affirm nolo contendere (no conder the provisions o | m that I have not been contest), regardless of the Florida Statutes of I do not have a delinque | charged, found gu he adjudication, to tr under any simil | o any of the forego ar statute of anoth | oing er |
| | | | | | | |
| | \rightarrow | | | 4- | 16-08 | |
| | | Applicant's Signa | ature | | Date | |
| | | . 4 | <u>OR</u> | | | |
| | Disqualify and true v | ving charges, acts or | are that my record may offences and that the exthe above charges undenther jurisdiction. | xplanation I have | provided is compl | lete |
| | | | | | | |
| | • | Applicant's Signatur | re | | Date | |
| | | | · · | | | |

contract



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001368

DATE : 05/30/2008

CONTRACT INFORMATION Active

BUJUTSU11763306085204 A

Certificate of Insurance

NAME :

MODERN BUJUTSU KARATE FLORIDA, INC.,

VENDOR CODE:

BUJUTSU117633

INSTRUCTOR:

MARTIAL ARTS

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

MARTIAL ARTS

CONTRACT DATE :

05/28/2008

START DATE :

06/11/2008

END DATE :

08/11/2008

CONTRACT AMOUNT :

240.00 REVENUE AMOUNT:

240.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

240.00 AMOUNT LEFT :

240.00

ASSIGNED CATEGORIES:

MARTIAL ARTS

30.00 CLASS

| MC: Y PS: FSS: W CCC. Y CA: Q PA DD: W |
|---|
| INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT |
| This Agreement is made as of the 28 day of Hay , 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Modern Bujutsu Karate Florida Inc.</u> , 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: |
| Term: The class, activity or service will begin on _June11, 2008 and will meet thereafter with the termination date of this agreement being _August 11, 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. (part of overall summer camp fees) |
| 3. Payments To Contractor: |
| a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of two-hundred forty Dollars (\$ 240). 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

A minimum of ____ and a maximum of ____ 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

The CONTRACTOR's fee shall be the sum of \$_30 per class_____

Type of service/instructor: Martial Arts/Alexis Cardona, Arelis Matos Cardona

paid enrollment fees for the class or activity.

Name of class or activity: _Martial Arts_

Time Scheduled: 10am - 11am

Day(s)/Date(s) Scheduled:_Monday - Friday__

Location: Therapeutic Recreation Complex Gymnasium

billing date.

b.

4. Specific Details:

a.

b.

C.

d.

e.

f.

REGREATION SERVICES

VENDOR CODE: VC0000147638

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

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with __7__ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

| 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 | ve: The Cou | The County Representative for this CONTRACT is: | | | | |
|-----|-----------------------|-------------|---|-----|---------------|--|--|
| | Jason Wong | | | PH: | (561) 966-708 | | |

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

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

| and if | | 46- | CONTR | ACTOD | حال المحام | | · |
|--------|---------|-------|--------|-------------|------------|----------|-----|
| and ii | sent to | เne เ | CONTRA | もしして | snali de | mailed i | IO: |

| CONTRACTOR'S Name: | Alexis Cardona | |
|--------------------|----------------|--|
| | | |

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

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

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

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

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

| PALM BEACH COUNTY WITNESS A Color County Witness | PALM BEACH COUNTY |
|---|--|
| NANCY E. Beale NAME (TYPE OR PRINT) | DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| SIGNATURE Jason Vong | - STIGNATURE Mate Condre |
| NAME (TYPE OR PRINT) | Acelis Matos- Cardona NAME & TITLE (TYPE OR PRINT) |

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Onne Helynd
COUNTY ATTORNEY

Scope of Services Martial Arts Modern Bujutsu Karate Florida Inc.

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



Contractor Background Screening Consent/Release Form

| Full Name (print)Arelis Matos- Cardona | | Sex_F_ Race_Hispanic_ |
|--|---|---|
| Date of Birth03/25/1967 | Driver's License No. | C635-013-67-605-0 |
| Address13551 Northumberland Circle | e e e | |
| CityWellington | StateFL | Zip33414 |
| 1, Arelis Matos - Cardona, authoriza | e and give consent for | Palm Beach County to obtain |
| information regarding myself. This includes the | | |
| County, State, and/or National Crimina Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification | l History Background F | Records/Information Checks |
| I, the undersigned, authorize the above information or via telephone in connection with my agreement hereby release and hold Palm Beach County, its and harmless at all times from and against all clauses of action of every kind and character, inclappellate levels or otherwise, associated with obtained by Palm Beach County will be held in copolicies and procedures and state and federal law | at to enter into a contract agents, designees, emplims, liability, expenses, adding attorney's fees are taining or releasing the confidence in accordance | et with Palm Beach County. I ployees, and elected officials free losses, costs, fines, damages or and costs, whether at trial or above information. Information |
| Print Name: Arehis Matos-G | Ardona Date: | 5/5/08 |
| Signature: All Marts . Cle | rder | |
| | | |

Applicant's Social Security Number _157-86-3213_



Contractor Background Screening Consent/Release Form

| Full Name (print)Alexis Cardona | Sex_M_ Race_Hispanic_ |
|--|--|
| Date of Birth10/24/1968 Dr | iver's License No. <u>C 635-000-68-384</u> -6 |
| Address13551 Northumberland Circle | |
| CityWellington | _StateFLZip33414 |
| , <u>Alexis Cordona</u> , authorize an information regarding myself. This includes the follo | |
| County, State, and/or National Criminal His Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification | story Background Records/Information Checks |
| or via telephone in connection with my agreement to | nts, designees, employees, and elected officials free liability, expenses, losses, costs, fines, damages or g attorney's fees and costs, whether at trial or ng or releasing the above information. Information |
| Print Name: <u>Alexis Cardona</u> | Date: 5/5/08 |
| Signature: Mex Cardare | |
| | \sim |

Applicant's Social Security Number _150-76-2865_

Evidence of Insurance 03/31/2008 RODUCER Grizzly Insurance Agency, LLC 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. PO Box 5530 Breckenridge, CO 80424 800-207-6603 NSURED Modern Bujutsu Karate Florida, **INSURANCE COMPANY Capitol Specialty Corporation** Inc. AFFORDING COVERAGE 13551 Northumberland Circle Wellington, FL. 33414 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. POLICY TYPE OF INSURANCE FFFECTIVE LIMITS Insurance Company Term DATE GENERAL LIABILITY GENERAL AGGREGATE \$2,000,000 COMMERCIAL GENERAL LIABILITY PRODUCTS AGGREGATE \$1,000,000 PERSONAL & ADV. \$1,000,000 INJURY Capitol Specialty Corporation X 2/29/08 Participants 2/29/09 Х EACH OCCURRENCE \$1,000,000 Policy #CS218051 Coverage andlords FIRE DAMAGE (Any One X Additional \$100,000 Insured Includes Deductible Property \$0 Damage Accident Medical Total per Accident \$100,000 Insurance Accident Carrier State Specific Students & Staff 2/29/08 2/29/09 Deductible \$250 X (Lloyds, American Sentinel/Aegis or QBE) Certificate Holders / Additional Insured's Town of Palm Beach Township Comm. Assoc. PBC Board of Co. Comissioners 6000 Northtree BLVD. 340 Seaview Ave. Palm Beach, FL. 2424 Lyons RD Coconut Creek Fl., Fl. Boynton Beach, FL. 33480 33063 Locations 2424 Lyons Road 340 Seaview Ave. 6000 Northtree BLVD. 6000 Northtree BLVD. Coconut Creek Palm Beach FL. 33480

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

CANCELLATION - SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE OF THE POLICY, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE-

Don Baldwin

33063

the policy period.

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Alexis Cardwa Please print complete name

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

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

| | | Sections | 393.135 394.4593 | relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients |
|---|---------------------------------------|----------|---------------------|---|
| | | Sections | 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| | | 2001202 | 741.30 | domestic violence and injunction for protection (defined in 741.28) means any |
| | | | , 11.50 | assault, aggravated assault, battery, aggravated battery, sexual assault, sexual |
| | | | | battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a |
| | | | | family or household member |
| | | | 782.04 | murder |
| | | | 782.07 | |
| | | | 702.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or |
| | | | 782.071 | aggravated manslaughter of a child |
| | | | 782.071 782.09 | vehicular homicide |
| | | | | killing an unborn child by injury to the mother |
| | | | 784.011 | assault, if the victim of offense was a minor |
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| | | | 784.03 | battery, if the victim of offense was a minor |
| | | | 784.045 | aggravated battery |
| | | | 787.01 | kidnapping |
| | | | 787.02 | false imprisonment |
| - | · · · · · · · · · · · · · · · · · · · | | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| | ···· | | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a. |
| | | | | child at a custody hearing or delivering the child to the designated person |
| | | | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| - | | | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| | | | 794.011 | sexual battery |
| - | | | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| | | Chapter | 796 | prostitution |
| • | | Section | | lewd and lascivious behavior |
| - | | Chapter | | lewdness and indecent exposure |
| - | | Section | | arson |
| - | | Chapter | | felony theft and/or robbery |
| - | | Sections | | fraudulent sale of controlled substances, if the offense was a felony |
| - | | | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| - | | | 825.1025 | |
| - | | | | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _ | | | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |
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| | _ 827.03 827.04 | | ated child abuse, or n | | |
| | _ | | delinquency or depen | dency of a child | |
| · <u></u> | 827.05 | negligent treatment | | | |
| | _ 827.071 | sexual performance | | × . | |
| | _ 843.01 | resisting arrest with | violence | | |
| <u></u> | _ Chapter 847 | obscene literature | | | |
| · <u>- : </u> | _ Section 847.05(1) | | uiting another to join | | |
| · | _ Chapter 893 | drug abuse preventi | on and control only is | f the offense was: | a felony or if any of |
| | | person involved in t | he offense was a min | .or | |
| | _ Section 985.4045 | sexual misconduct i | n juvenile justice pro | grams | |
| κplanation: (Pr | rovide details of any items initi | ialed above. Attach anot | ther sheet if necessary.) | | |
| escription | | | Date | | |
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| ie above stater | ments are true and complete | to the best of my kno | wledge. | INITIAL: | |
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| guilty or charges u | ng this section, I affirm nolo contendere (no conder the provisions of on. I also affirm that I Applicant's Signat | ontest), regardless f the Florida Statut I do not have a deli | of the adjudicatio es or under any si | n, to any of the milar statute o | e foregoing f another |
| | | <u>OR</u> | | | |
| Disqualif | ng this section, I declar fying charges, acts or o with regard to any of th y similar stature of ano | offences and that the he above charges u | e explanation I ha | ave provided is | complete |
| | | | | | |
| | Applicant's Signature | 9 | | Date | |

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

| APPLICANT: | Arelis | Matos. | Cardonal | |
|------------|--------|-----------------|-------------|--|
| | | Please print co | mplete 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 |
| | ١. | | child at a custody hearing or delivering the child to the designated person |
| | | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| | | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on |
| | | | school property |
| | | 794.011 | sexual battery |
| | | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| | Chapter | 796 | prostitution |
| | Section | 798.02 | lewd and lascivious behavior |
| | Chapter | | lewdness and indecent exposure |
| | Section | | arson |
| | Chapter | | felony theft and/or robbery |
| | Sections | 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| | | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| | | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly |
| | | | person or disabled adult |
| | | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

| S27.03 Child abuse, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, or neglect of a child source, aggravated child abuse, | | | | • |
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| 827.04 contributing to the delinquency or dependency of a child 827.07 negligent treatment of children 827.07 sexual performance by a child resisting arrest with violence Section 847.05(1) sexual performance by a child resisting arrest with violence Section 847.05(1) second service Section 847.05(1) second service section 985.4045 sexual misconduct in juvenile justice programs Section | | 826.04 | incest | |
| ## S27.05 nogligent treatment of children ## S27.071 sexual performance by a child ## resisting arrest with violence ## Obscene literature ## Section 847.05(1) encouraging or recruiting another to join a criminal gang ## drug abuse prevention and control only if the offense was a felony or if any othe ## Section 985.4045 sexual misconduct in juvenile justice programs ## Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.) ## Dates ## Dates ## Dates ## Dates Dates | | 827.03 | child abuse, aggravated child abuse, or neglect of a child | |
| Section 847.05(1) resisting arrest with violence 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 Seculal misconduct in juvenile justice programs | | _ 827.04 | contributing to the delinquency or dependency of a child | |
| Rection 847.05(1) encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any other security of the offense was a felony or if any other security of the offense was a felony or if any other security of the offense was a minor sexual misconduct in juvenile justice programs Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.) Description Dates 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. 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. | | _ | negligent treatment of children | |
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| and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar stature of another jurisdiction. | | | | |
| under any similar stature of another jurisdiction. | | | | |
| | and true v | with regard to any of | the above charges under the provisions of the Florida Stati | utes or |
| | under any | y similar stature of an | other jurisdiction. | |
| Applicant's Signature Date | | | | 1 |
| Applicant's Signature Date | | • | | |
| Applicant's Signature Date | | | | |
| | | Applicant's Signatu | re Date | |

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001369

DATE : 06/05/2008

CONTRACT INFORMATION Active

SACK000106085204 A

NAME :

SACKL, MELISSA

VENDOR CODE:

SACK0001

INSTRUCTOR:

WATER AEROBICS

ACCOUNT NUMBER : 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WATER AEROBICS

CONTRACT DATE: 06/05/2008

START DATE :

06/10/2008

END DATE :

09/30/2008

CONTRACT AMOUNT :

1,080.00 REVENUE AMOUNT:

1,080.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,080.00 AMOUNT LEFT :

1,080.00

ASSIGNED CATEGORIES:

WATER AEROBICS

30.00 CLASS

| a males | | RECREATION SERVICES |
|----------------|----------------------|--|
| ACCOUNT | T: 0001-580 M | -5204-3422 VENDOR CODE: SACKO001 CONTRACT: |
| MC: | W , 1 | PS: CA: Q CA: Q CA: Q DD: M |
| | | INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT |
| This Ag | reement Pa | is made as of the <u>5</u> day of <u>fine</u> , 2008, by and between the Board of County Commissioners of Im Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Melissa Sackl</u> , an Independent Contractor, hereinafter referred to as "CONTRACTOR". |
| | | WITNESSETH: |
| | | AS, the COUNTY desires to make available (a) (an) <u>Water Aerobics</u> program, and desires to NTRACTOR to provide a specific service for that program; and |
| | WHEREA g said pro | AS , the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram. |
| | | EREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY OR hereby agree as follows: |
| | | ass, activity or service will begin on <u>June 10th, 2008</u> and will meet thereafter with the termination greement being <u>September 30th, 2008</u> . |
| char | rges from | Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are):\$5.00per venue Account No0001-580-5204-4724-02 |
| 3. <u>Payı</u> | ments To | o Contractor: |
| | a. · | The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Thousand and eighty Dollars (\$1,080). 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 \$30.00 per class or% of the paid enrollment fees for the class or activity. |
| 4. <u>Spe</u> | cific Deta | ails: |
| | a. | Type of service/instructor: Water Aerobics |
| | b. | Name of class or activity:Water Aerobics |
| | c. | Day(s)/Date(s) Scheduled:Monday - Friday |
| ٠. | d. | Time Scheduled: |
| | e. | Location: _Therapeutic Recreation _Gleneagles Country Club Aquatic Center |

f.

A minimum of <u>6</u> and a maximum of <u>15</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

| 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: |
| | Stacy Staebell PH: 966-7021 |
| 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 |

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:

requested, if sent to the COUNTY shall be mailed to:

| CONTRACTOR'S Name: | Melissa D. Sackl |
|------------------------|---|
| CONTRACTOR'S Address: | 3455 Bainbridge Place West Palm Beach, FL 33406 . |
| CONTRACTOR'S Phone No. | (561) 433-0052 or (561) 578-1725 . |

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

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

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

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

| PALM BEACH COUNTY WITNESS | PALM BEACH COUNTY |
|-------------------------------------|--|
| Managé Beale | DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR |
| SIGNATURE / NAME (TYPE OR PRINT) | COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.) |
| CONTRACTOR WITNESS | INDEPENDENT CONTRACTOR |
| Stacy tabell SIGNATURE | melesse Dealel |
| Stacy Staebell NAME (TYPE OR PRINT) | Melissa D. Sack Water Frenche Debud |
| | |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne delym

Scope of Services Water Aerobics Melissa Sackl

Water Aerobics classes will be conducted by a trained professional who is also a Certified Water Fitness Instructor. 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: aerobic activity, 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

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

| | • | |
|---|--|------------------------------|
| | Melissa D. Sack | |
| Name | e of Recreation Service Provider/Sports Official | FEI/Social Security Number |
| 1. | Which service(s) are you interested in provide | ing? Water Aerobics |
| | Water Exercise | |
| | | |
| 2. | List prior work experience in providing this s | service: |
| | <u>Dates</u> <u>Agency/Co</u> | |
| | 9/2/05-to present date Lake We | orth Gardens Stephenive |
| | | |
| | | |
| | Scope of Work | Contact # |
| | | hiors 965-7277 |
| | | niors 965-121/ |
| | SiHercise | |
| | | |
| *************************************** | | |
| | <u>Dates</u> Agency/Co | ompany <u>Representative</u> |
| | (B). | tainview Gail Parker |
| | 11400 10 present 10an | Jamoica Carrar Rei |
| | | |
| | | |
| | Scope of Work | Contact # |
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| | Water Exercises for S | 700 |
| | Sit and Be Fit 2 | 607-2008 present |
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| | Agency/Company | • |
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| (C). 11/25/64 — 12/15/ | 106 The Carlise | Uicky |
| | | / |
| | | - |
| Scope of Work | | <u>Contact #</u> |
| Water Exer | -cise for Seniors | 533-9440 |
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| | xercise | |
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| list any licenses/sertific | cation/education you have completed r | playant to providing this sorries |
| List any necesses/certific | cation/education you have completed is | elevant to providing this service. |
| | | |
| <u>Dates</u> | License/certification/education | Location/Instructor |
| <u>Dates</u> 1977 | | |
| 1977 | | |
| 1977 | | |
| <u>Dates</u> 1977 2008-2000 2008 | License/certification/education B. S. Degree Ruwar Adult, Child, Infant C National Certified Wate | |
| 1977 | | Oniversity Glassboro, PP National Health + So Foundart rFitness Instructor Boundart |
| 1977 | | Oniversity Glassboro, PP National Health + So Foundart rFitness Instructor Boundart |
| 1977 2008 - 2000 2008 Are you or any of your | B. S. Degree Rowar Adult, Child, Infant C National Certified Wate employees related to anyone employed | University Glassboro, PP National Health + So Foundart Foundart Beach Beach |
| 1977 2008 - 2000 2008 Are you or any of your | B. S. Degree Roward Adult, Child, Infant C National Certified Wate employees related to anyone employed ment? | University Glassboro, PP National Health + So Foundart Foundart Beach Beach |
| 1977 2008-2008 Are you or any of your and Recreation Departs 4 Yes | B. S. Degree Roward Adult, Child, Infant C National Certified Wate employees related to anyone employed ment? | University Glassboro, PP National Health + So Foundart Foundart Beach Beach |
| 1977 2008-2008 2008 Are you or any of your and Recreation Departs Yes | B. S. Degree Rowar Adult, Child, Infant C National Certified Wate employees related to anyone employed ment? | University Glassboro, PP National Health + So Foundart Fitness Instructive Buyanto Beach |

Melissa D. Sackl

3455 Bainbridge Place West Palm Beach FL 33406 Phone: (561) 433-0052

OBJECTIVE: As a success oriented Fitness professional with high energy and a positive mental attitude, I am seeking a position that will allow me to utilize my knowledge of exercise and health.

QUALIFICATIONS

Dynamic Fitness Instructor with great exercises especially for seniors.

Expertise in weight training for the elderly.

Aquacise instructor for 9 years

Extensive background in health and nutrition

EDUCATION

1977 B.S. Degree Rowan University

CERTIFICATION

Nationally Certified Water Fitness Instructor Adult CPR/AED

EXPERIENCE

2004 - 2006 Fitness Instructor for The Carlisle

2005 - 2006 Aquacise Instructor for Atria Meridian

2005 - 2006 Sittercise Instructor for The Crossings

2005 Aquacise Instructor for Fountainview

2004 Athletic Director for Golden Lakes Condo Association

1999 - 2004 Water Fitness Instructor for Palm Beach County Parks and Recreation

ACTIVITIES & PROGRAMS

The different classes include Aquacise, Stretch bands for Flexibility, Workout with Weights, Low Impact Aerobics, Pilates and Sittercise for the Disabled. The following exercise equipment may be used for classes: bands, mats, noodles and weights. All classes are complete in exercising all muscle groups, which provide balance, cardio, flexibility, muscle strength and endurance.

All participants are strongly encouraged to get approval from their doctor before starting any exercise program.

The Health and Safety of all participants is my top priority.

NATIONALLY CERTIFIED WATER FITNESS INSTRUCTOR

THIS IS TO CERTIFY THAT

Melissa D. Sackl

HAS SUCCESSFULLY COMPLETED THE PRIMARY (BASIC LEVEL) COURSE AND IS HEREBY CERTIFIED AS A WATER FITNESS INSTRUCTOR. THIS INDIVIDUAL IS ALSO A PROFESSIONAL MEMBER OF THE USWFA.



May 16, 2008

This certification and professional membership expires on the above date and may be renewed by completing the renewal procedure.

National Program Director

UNITED STATES WATER FITNESS ASSOCIATION NATIONAL HEADQUARTERS

P.O. BOX 3279

BOYNTON BEACH, FL 33424 TELEPHONE (561) 732-9908

FAX

(561) 732-0950

E-MAIL:

USWFA@aol.com

WEB SITE: www.USWFA.com



FirstAidWeb Inc. and National Health & Safety Foundation

LET IT BE KNOWN THAT

Melissa Sackl

Has Completed A Training Course In

Adult CPR, Child CPR and Infant CPR

May 2010



Contractor Background Screening Consent/Release Form

| Applicant's Social Security Number 148-46-8480 |
|---|
| |
| Full Name (print) Melissa D. Sackl Sex F Race White |
| Date of Birth 10-25-53 Driver's License No. 5240-544-53-885-0 |
| Address 3455 Bainbridge Place |
| City West Palm Beach State Fl. Zip 33406 |
| I, Melissa D. Sack, 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: Melissa D. Sack Date: 5/19/08 |
| Signature: Melissa D. Sackl |
| |

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: | Melissa | D. Sack | · |
|------------|----------|--------------------|---|
| | Please p | rint complete name | |

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

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

| | Sections | 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
|---|----------|-------------|---|
| | | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| | Sections | | adult abuse, neglect, or exploitation of aged person or disabled adults |
| | | 741.30 | domestic violence and injunction for protection (defined in 741.28) means any |
| | | | assault, aggravated assault, battery, aggravated battery, sexual assault, sexual |
| | | | battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a |
| | | | family or household member |
| | | 782.04 | murder |
| | | 782.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or |
| | | | aggravated manslaughter of a child |
| | | 782.071 | vehicular homicide |
| | | 782.09 | killing an unborn child by injury to the mother |
| | | 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 | | lewdness and indecent exposure |
| | Section | | arson |
| - | Chapter | | felony theft and/or robbery |
| | Sections | | fraudulent sale of controlled substances, if the offense was a felony |
| | | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| | | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly |
| | | | person or disabled adult |
| | | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

| 826.04 827.03 | incest |
|--|--|
| | Incest |
| | 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 oth |
| Chapter 675 | person involved in the offense was a minor |
| Section 985.4045 | sexual misconduct in juvenile justice programs |
| nlanation: (Provide details of any items i | initialed above. Attach another sheet if necessary.) |
| | |
| escription | <u>Dates</u> |
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| e above statements are true and compl | lete to the best of my knowledge. INITIAL: |
| | |
| guilty or nolo contendere (no charges under the provisions jurisdiction. I also affirm tha | rm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these |
| guilty or nolo contendere (no charges under the provisions | ocontest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these |
| guilty or nolo contendere (no charges under the provisions jurisdiction. I also affirm that offenses. Melissi D. e | ocontest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these |
| guilty or nolo contendere (no charges under the provisions jurisdiction. I also affirm that offenses. Applicant's Sign By signing this section, I declined by signing the section of the | ocontest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these statute of another by Date OR lare that my record may contain one or more of the foregoing reflences and that the explanation I have provided is complete fithe above charges under the provisions of the Florida Statutes or |
| guilty or nolo contendere (no charges under the provisions jurisdiction. I also affirm that offenses. Applicant's Sign By signing this section, I declined Disqualifying charges, acts of and true with regard to any of | ocontest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these statute of another by Date OR lare that my record may contain one or more of the foregoing reflences and that the explanation I have provided is complete fithe above charges under the provisions of the Florida Statutes or |