

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) 3D Diving, Inc., Competitive Diving Coach, North County Aquatic Complex. (3DDI00010708530500G);
- B) Valerie Bell, Crafts and Fun, West Jupiter Recreation Center. (BELL00820708524304B);
- C) Valerie Bell, Crafts and Fun, West Jupiter Recreation Center. (BELL00820708524344E);
- D) Mark Fischer, Sushi Making Workshop, Okeehetee Nature Center. (FISCH1186220708523905A); and
- E) Eric Householder, GPS Instructor, Okeehetee Nature Center. (HOUS00240708523905A).

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. Districts 1 and 6 (AH)

**Background and Justification:** A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Independent Contractor Agreements with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

**Attachment:** Independent Contractor Agreements (5)

Recommended by:   
Department Director

7/30/08  
Date

Approved by:   
Assistant County Administrator

8/6/08  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>11,174</u>	<u>30,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(12,500)</u>	<u>(37,500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>(1,326)</u></b>	<b><u>(7,500)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5305/5243/5239  
 Object 3422/Revenue Source 4724 Program N/A

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

	Contractor	FY2008		FY2009	
		Revenue	Expense	Revenue	Expense
A	3D Diving, Inc.,	\$12,500	\$10,000	\$37,500	\$30,000
B	Valerie Bell	\$0	\$660	\$0	\$0
C	Valerie Bell	\$0	\$284	\$0	\$0
D	Mark Fischer	\$0	\$130	\$0	\$0
E	Eric Householder	\$0	\$100	\$0	\$0
	<b>Totals</b>	<b>\$12,500</b>	<b>\$11,174</b>	<b>\$37,500</b>	<b>\$30,000</b>

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

Atwillhite 8-5-08  
 OFMB 8/5/08  
 SA 8/1/08 VO 08/01/08

Lucia L. Jacobowitz / E.J. 8/5/08  
 Contract Development and Control

**B. Legal Sufficiency:**

This item complies with current County policies.

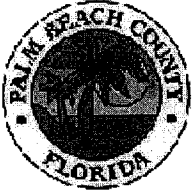
Anne Delgado 8/6/08  
 Assistant County Attorney

**C. Other Department Review:**

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

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

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001371

DATE : 06/23/2008

**CONTRACT INFORMATION**  
Active

3DDI00010708530500G

Certificate of Insurance

NAME : 3D DIVING, INC.,  
VENDOR CODE: 3DDI0001  
INSTRUCTOR: COMPETITIVE DIVE COACH  
ACCOUNT NUMBER : 0001-580-5305-00-3422  
LOCATION: NORTH COUNTY AQUATIC COMPLEX  
PROGRAM: COMPETITIVE DIV

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CONTRACT DATE : 06/10/2008  
START DATE : 07/01/2008  
END DATE : 06/30/2009

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CONTRACT AMOUNT : 40,000.00 REVENUE AMOUNT: 40,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 40,000.00 AMOUNT LEFT : 40,000.00

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ASSIGNED CATEGORIES:

COMPETITIVE DIVE COACH 0.80 PCT



**Department of  
Parks and Recreation**

2700 6th Avenue South  
Lake Worth, FL 33461  
(561) 966-6600  
Fax: (561) 966-7050  
www.pbcparcs.com



**Palm Beach County  
Board of County  
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

**County Administrator**

Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

**INTER-OFFICE COMMUNICATION**  
PARKS & RECREATION DEPARTMENT

**TO:** Bob Weisman  
County Administrator

**THRU:** Dennis Eshleman, Director   
Parks & Recreation Department  
Anne Helfant, Assistant County Attorney

**FROM:** Dave Lill, Director   
Aquatics Division

**DATE:** June 10, 2008

**RE: INDEPENDENT CONTRACTOR AGREEMENTS**

Board Resolution R2002-2103 as amended by Resolution adopted by the Board of County Commissioners on 03/13/07, authorizes the County Administrator or the Director/Assistant Director of Parks and Recreation to execute standard independent contractor agreements for the provision of recreation instructors. Said resolutions require that the County Administrator approve any and all contracts totaling \$10,000 or greater. Contracts expected to total \$9,999.99 and less are to be approved by the Director/Assistant Director of Parks and Recreation.

Attached for your signature is a contract for a Competitive Diving program which represents total annual dollars in excess of the Director's approval authority.

3D Diving, Inc., Competitive Diving, North County Aquatic Complex  
\$40,000.00

Please execute the attached contract.

Thank you.

<b>AQUATICS</b>					
ACCOUNT: 0001-580-5305-3422		VENDOR CODE:		CONTRACT:	
MC: <i>ga</i>	PS:	FSS: <i>wb</i>	CC: <i>ga</i>	CA: <i>a, p.</i>	DD: <i>DAL</i>

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

This Agreement is made as of the 10 day of June 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and 3D Diving, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on July 1, 2008 and will meet thereafter with the termination date of this agreement being June 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$145.00/\$120.00/\$85.00 or \$60.00 per month Revenue Account No. 0001-580-5305-4724-02
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of forty thousand Dollars (\$40,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$N/A or 80 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: USA Diving Competitive Dive Team
  - b. Name of class or activity: Springboard Diving
  - c. Day(s)/Date(s) Scheduled: variable - to be worked out with Pool Manager
  - d. Time Scheduled: variable - to be worked out with Pool Manager
  - e. Location: North County Aquatic Complex
  - f. A minimum of 5 and a maximum of 65 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
6/5/08

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

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

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

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

Jennifer Anglin, Aquatics Program Coordinator PH: 561-966-6632

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: 3D Diving, Inc/ David Goodwin

CONTRACTOR'S Address: 215 Jones Creek Drive, Jupiter, FL 33458

CONTRACTOR'S Phone No. 561-222-3483

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

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

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

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

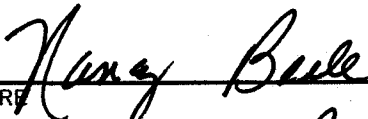
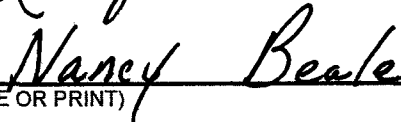
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution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

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

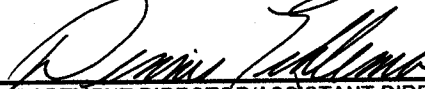
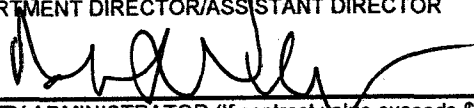
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement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

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

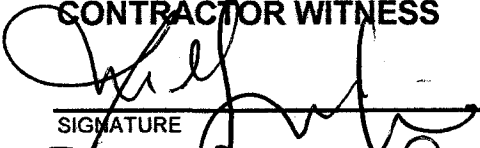
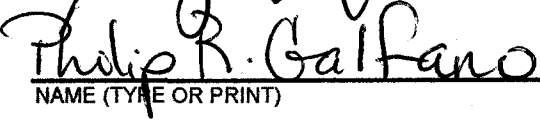
**PALM BEACH COUNTY WITNESS**

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
NAME (TYPE OR PRINT)


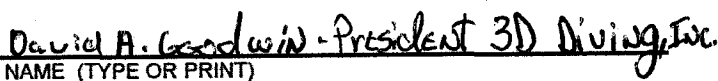
**PALM BEACH COUNTY**

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

**CONTRACTOR WITNESS**

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

  
\_\_\_\_\_  
COUNTY ATTORNEY



**Exhibit A**  
**SCOPE OF SERVICES**

**The basic requirements for the Head Coach are as follows:**

The selected proposer ("CONTRACTOR") shall provide the services described in this RFP during the term of the Agreement, and in accordance with its proposal submitted in response to this RFP.

**Scope of Work**

The CONTRACTOR has the responsibility of training divers in preparation for competitive programs. CONTRACTOR must organize and supervise the competitive diving program for all ages and skill levels as well as instruct and train participants in competitive diving.

CONTRACTOR is responsible for the preparation of daily training schedules; administration of training schedules, registering team and individuals with US Diving; and technical instruction of competitive diving. Participants will be supervised during a variety of exercises, diving drills, dry land exercises and instructional sessions. CONTRACTOR will supervise divers at practices and meets; will oversee the entry of divers in sanctioned US Diving competition and represent the team as a delegate to the Florida Gold Coast Association of United States Diving.

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

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

CONTRACTOR shall make judgments regarding safe weather and water conditions, and shall cancel or postpone practice sessions when conditions are unsafe.

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

CONTRACTOR shall work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Director.

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

CONTRACTOR shall provide a service capable of responding to public questions, program information and membership details in a professional manner.

CONTRACTOR shall provide the Facility manager with 14 days notice of all anticipated conflicts, schedule changes, or absences. The CONTRACTOR shall immediately notify the Facility manager of any unanticipated absences. The CONTRACTOR will give the participants as much notice as possible in the case of schedule changes or absences.

CONTRACTOR shall work with and maintain open dialogue with the Facility manager, regarding program needs, program changes, additions or removals, or problems with the Facility or equipment through general daily interaction and by attending scheduled meetings with the manager monthly, and quarterly with Aquatic Program Coordinator, Aquatic Supervisor and Manager.

CONTRACTOR shall work with and maintain open dialogue with the parents and parent organization Board in general daily interaction and through regularly scheduled meetings. Meetings must be held quarterly at a minimum. CONTRACTOR will establish a method for meeting with individual parents and addressing concerns or questions when requested.

CONTRACTOR shall provide copies of newsletters, calendars and handbooks to the Facility manager and obtain approval from the Facility manager for all activities other than permitted practice times. All written materials to be distributed to participants, or their parents/guardians, must be provided to the Manager for review prior to distribution.

CONTRACTOR shall adhere to all applicable COUNTY policies and procedures, rules, regulations and ordinances.

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

CONTRACTOR shall provide the Facility manager a list of registered US Diving members containing the following information: first name; last name; age; sex; skill group they are assigned and the monthly fees to be assessed for each diver. All changes to this information must be made monthly and an updated list provided to the Facility manager on the first (1<sup>st</sup>) day of the following month.

CONTRACTOR shall provide the Facility manager with daily attendance figures for each month on the first (1<sup>st</sup>) day of the following month.

CONTRACTOR shall secure necessary meet officials, and volunteers for the set up, running, take down and clean up of all meets.

CONTRACTOR shall recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-93-164-D), attached to RFP as Appendix "D".

#### **Use of Premises**

The Facility, when permitted by the COUNTY for the CONTRACTOR of the US Diving competitive program, shall not be permitted by the CONTRACTOR for use to any other organization or group during their permitted time.

CONTRACTOR must submit written request for space to the Facility manager on an annual basis. CONTRACTOR and Facility manager will meet on a bi-annual basis to assess annual request. Said request shall be reviewed by the Facility manager and request for said usage shall

not be unreasonably withheld. At a minimum, the CONTRACTOR shall submit to the Facility manager quarterly, proposed pool needs and activity schedules. The Facility manager will review said schedule and after considering the needs of the general public and other program offerings at the Facility make reasonable changes thereto, or agree to the schedule as proposed.

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

CONTRACTOR shall ensure that the Facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly storage areas that have been allocated for the competitive diving program. The CONTRACTOR shall open the Facility each morning for the US Diving competitive program when utilizing the Facility prior to the Facility opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening if the program conclusion is after operational hours. If utilizing the Facility when it is open to the general public, the CONTRACTOR shall make a portion of the dive facilities available for use by the general public.

The Department will provide a work area (if necessary) for the CONTRACTOR to utilize during program hours.

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

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

### **Personnel**

The CONTRACTOR shall secure at its own expense, all necessary personnel required to perform the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. Such personnel will be required to complete and sign a form giving the County permission to conduct a background check.

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

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

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

### **Program Fees & Charges**

The Department, on behalf of the County, shall collect all program fees and charges from participants. All program fees and charges will be made payable to: **Board of County**

**Commissioners.** The County will provide the CONTRACTOR with weekly reports updating participants' payment status. CONTRACTOR shall assist County with the collection of fees.

Current monthly fees for the program are as follows:

Diving Lesson	\$60.00
Novice Program	\$85.00
Junior Olympic Program III	\$120.00
Junior Olympic Program IV	\$145.00

Fees and charges are subject to change, upon thirty (30) days' advance written notice to CONTRACTOR.

Any and all changes to monthly program fees and charges must be approved in writing in advance by the Director.

**Payments to Contractor**

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

AMG

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		1429975	DATE (MM/DD/YYYY) 1/09/08
<b>PRODUCER</b> K & K Insurance Group, Inc. 1712 Magnavox Way P.O. Box 2338 Fort Wayne, In 46801		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.	
<b>INSURED</b> USA DIVING, INC., UNITED STATES DIVING FOUNDATION, INC. AND ITS MEMBER CLUBS 201 SOUTH CAPITOL, SUITE 430 INDIANAPOLIS, IN 46225		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: NATIONWIDE LIFE INSURANCE COMP INSURER B: NATIONAL CASUALTY COMPANY INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

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

INSR ADD'L LTR NRSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	KRO0000222000	12:01AM 12/31/07	12:01AM 12/31/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 1000000 Part Lgl Limb
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Es accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Participant Accident	SPX0003243100	12:01AM 12/31/07	12:01AM 12/31/08	AD&D 25 Primary Medical NONE Excess Medical 25 Weekly Indemnity NONE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 CLUB: 3D DIVING EFF. DATE: 1/08/08  
 LOCATION: 861 TONEY PENNA DR, JUPITER, FL 33459 \*CERTIFICATE HOLDER IS AN ADDITIONAL INSURED AS RESPECTS TO THE LIABILITY ARISING FROM THE NAMED INSURED

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2700 6TH AVE SOUTH LAKE WORTH, FL	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---



United States Diving, Inc.  
presents this

# SAFETY TRAINING FOR COMPETITIVE DIVING COACHES

certificate of completion to

**David Goodwin**

In recognition of passing U.S. Diving risk management, injury control, emergency response and care requirements

## KNOWLEDGE DEMONSTRATED

### Written Examination

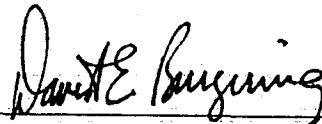
- Warn of Inherent Risks
- Keep Records
- Proper Planning
- Provide a Safe Physical Environment
- Provide Proper Equipment Supervision
- Proper Instruction
- Know Diver's Skills and Limitations
- Provide Emergency Response & First Aid Care for Injuries Specific to Competitive Diving
- Maintain Current Competencies

## KNOWLEDGE DEMONSTRATED

### Option B—On Deck Knowledge of Rescue and Spinal Injury Management

- Assisting Rescues Within Physical Limitation of Participant
- Knowledge of Rescue Procedures
- Knowledge of Deep Water Backboarding Procedures

*(In Water Physical Skills not Demonstrated)*

  
\_\_\_\_\_  
President, Dave Burgering

12/31/2010

\_\_\_\_\_  
*Expires*



# PALM BEACH COUNTY

Parks and Recreation Department

## SUMMARY OF QUALIFICATIONS TEMPORARY RECREATION INSTRUCTORS

David Goodwin  
Name of Recreation Service Provider

507-96-5474  
Social Security Number

1. Which service (s) are you interested in providing? Competitive Diving Team - Head Coach

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Supervisor</u>
<u>May 1979 - Aug 1984</u>	<u>City of Lincoln Parks &amp; Rec Dept Lincoln NE</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Supervisor</u>
<u>Aug 1984 - Aug 1986</u>	<u>Mission Viejo Corp Mission Viejo, CA</u>	<u>Dr. Ron O'Brien</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Supervisor</u>
<u>Aug 1986 - Dec 1990</u>	<u>Mission Bay Aquatic Training Center Boca Raton FL</u>	<u>Dr. Ron O'Brien + Jeff Schetter</u>

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

<u>Dates</u>	<u>School/Training Location</u>	<u>Instructor</u>
<u>Dec 2007</u>	<u>US Diving Safety Certification</u>	<u>Sally Hensell</u>
<u>Feb 2008</u>	<u>CPR &amp; First Aid</u>	

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

• Yes  No  If yes, give name and relationship.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 507-96-5474

Full Name (print) DAVID A. GOODWIN Sex M Race W

Date of Birth 10/21/60 Driver's License No. \_\_\_\_\_

Address 215 JONES CREEK DRIVE

City JUPITER State FL Zip 33458

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

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

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

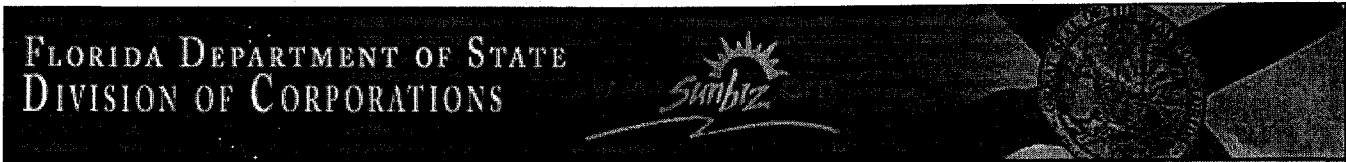
Print Name: David A. Goodwin Date: 05/30/08

Signature: David A. Goodwin

ENTERED  
3/11/08







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[No Name History](#)

Entity Name Search

## Detail by Entity Name

### Florida Profit Corporation

3D DIVING, INC.

#### Filing Information

**Document Number** P96000009837  
**FEI Number** 650745914  
**Date Filed** 01/29/1996  
**State** FL  
**Status** ACTIVE

#### Principal Address

NORTH COUNTY AQUATIC COMPLEX  
 685 TONEY PENNA  
 JUPITER FL 33458 US  
 Changed 04/22/2005

#### Mailing Address

215 JONES CREEK DRIVE  
 JUPITER FL 33458 US  
 Changed 09/18/1997

#### Registered Agent Name & Address

GOODWIN, DAVID A  
 215 JONES CREEK DRIVE  
 JUPITER FL 33458 US

Address Changed: 09/18/1997

#### Officer/Director Detail

##### Name & Address

Title P  
 GOODWIN, DAVID A  
 215 JONES CREEK DRIVE  
 JUPITER FL

Title T/S  
 GOODWIN, NANCI L  
 215 JONES CREEK DRIVE  
 JUPITER FL 33458

#### Annual Reports

Report Year Filed Date

2006 04/19/2006  
2007 04/23/2007  
2008 04/30/2008

**Document Images**

<a href="#">04/30/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/13/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/18/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/1996 -- DOCUMENTS PRIOR TO 1997</a>	<a href="#">View image in PDF format</a>

**Note:** This is not official record. See documents if question or conflict.

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**No Events**   **No Name History**

  
[Entity Name Search](#)

**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: DAVID A. GOODWIN  
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

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.

*David A. Hood*

Applicant's Signature

05/30/08

Date

OR

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

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.

DATE : 06/25/2008

Contract Tracking System 0000001372

**CONTRACT INFORMATION**  
Active

BELL00820708524304B

NAME : BELL, VALERIE  
VENDOR CODE: BELL0082  
INSTRUCTOR: CRAFTS AND FUN  
ACCOUNT NUMBER : 0001-580-5243-04-3422  
LOCATION: WEST JUPITER RECREATION CENTER  
PROGRAM: CRAFTS

---

CONTRACT DATE : 06/25/2008  
START DATE : 07/22/2008  
END DATE : 07/31/2008

---

CONTRACT AMOUNT :	660.40	REVENUE AMOUNT:	660.40
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	660.40	AMOUNT LEFT :	660.40

---

ASSIGNED CATEGORIES:

CRAFTS & FUN 660.40 FLAT FEE

RECREATION SERVICES					
ACCOUNT: 0001-580-5243-04-3422	VENDOR CODE: BELL0082		CONTRACT:		
MC: <i>dfc</i>	PS: <i>dfc</i>	FSS: <i>dfc</i>	CC: <i>dfc</i>	CA: <i>APR</i>	DD: <i>(N)</i>

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

This Agreement is made as of the 25 day of June, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Valerie Bell, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on July 22, 2008 and will meet thereafter with the termination date of this agreement being July 31, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per Revenue Account No. N/A (This program is part of the overall Summer Camp tuition)
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Six hundred sixty dollars forty cents (\$660.40). 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 \$660.40 flat fee % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Valerie Bell
  - b. Name of class or activity: Crafts and Fun
  - c. Day(s)/Date(s) Scheduled: Tuesday, July 22 and Wednesday, July 30
  - d. Time Scheduled: 10:00am - 12:00pm and 1:00pm - 3:00pm
  - e. Location: West Jupiter Recreation Center
  - f. A minimum of 40 and a maximum of 84 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
6/3/08

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

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:  
Constonsa Alexander PH: 747-3455
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
 Director of Recreation Services  
 Palm Beach County Parks and Recreation Department  
 2700 Sixth Avenue South  
 Lake Worth, FL 33461
- and if sent to the CONTRACTOR shall be mailed to:  
 CONTRACTOR'S Name: Valerie Bell  
 CONTRACTOR'S Address: 310 S.E. 6<sup>th</sup> Street, Pompano Beach, FL 33060  
 CONTRACTOR'S Phone No. (954) 260-9189
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.



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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

Constonsa Alexander  
SIGNATURE

Constonsa Alexander  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

Valerie Bell  
SIGNATURE

Valerie Bell - Instructor  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Helgert  
COUNTY ATTORNEY

# Scope of Services

**VALERIE BELL**  
**310 SOUTHEAST 6th STREET**  
**POMPANO BEACH, FLORIDA 33060**  
**Cell (954) 260-9189 Fax (954) 785-4685**

*Not doing any  
woodworking  
with us. jec*

~~Woodworking~~ ~ **Craft Instructor**

**Jupiter Recreational Center**  
**Fax: 561-242-7075**

**Canstonsa,**

**Here is a description of materials that will be used for our 2008 summer camp projects.**

**Tie Dyed T Shirts:** a cotton T Shirt, colored string cords, rubber bands, and water.

**Clay:** non toxic air dried clay, rolling pin, leaves and foliage.

**Hats:** cotton baseball hats, fabric paint, foam décor, and non toxic glue, and paint brushes to apply the glue.

**There will be non toxic plastic on the tables to protect them and plastic or aluminum trays to hold the décor.**

*jec = Jennifer E. Ciullo  
Recreation Programs Supervisor*

**Valerie Bell**  
**310 S.E. 6<sup>th</sup> Street**  
**Pompano Beach, Florida 33060**  
**Cell (954) 260-9189 Fax (954) 785-4685**  
**Valerie@MissWoody.com**

**CRAFTS AND WOODWORKING**  
**Miss Woody~~Instructor**

**JUPITER REC CENTER~~CANSTONSA**  
**DIRECTOR~FAX: 561-747-6422**

**Tuesday, July 22, 2008**

**Youth: Personalized Decorated "T" Shirts 84 children 2 hours**

**Hours worked: 2 hours per visit ~ 125 miles round trip**

**TOTAL HOURS: 2 @ \$184.00 per hour**

**This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)**

**Total Number of Kids: 84**

**Total Due: \$368.00**

**Make Check Payable to: Valerie Bell (Vendor Code BELL0082)**

**Due upon completion**

**THANK YOU!!**

**Valerie Bell**  
**Inv #JRC-7-22-08-VB YOUTH**

**Valerie Bell**  
**310 S.E. 6<sup>th</sup> Street**  
**Pompano Beach, Florida 33060**  
**Cell (954) 260-9189 Fax (954) 785-4685**  
**Valerie@MissWoody.com**

**CRAFTS AND WOODWORKING**  
**Miss Woody~~Instructor**

**JUPITER REC CENTER~~CANSTONSA**  
**DIRECTOR~FAX: 561-747-6422**

**Wednesday, July 30, 2008**

**Youth: Terra Cotta Clay Hanging Wall Plaque 84 children 2 hours**

**Hours worked: 2 hours per visit ~ 125 miles round trip**

**TOTAL HOURS: 2 @ \$146.20 per hour**

**This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)**

**Total Number of Kids: 84**

**Total Due: \$292.40**

**Make Check Payable to: Valerie Bell (Vendor Code BELL0082)**

**Due upon completion**

**THANK YOU!!**

**Valerie Bell**  
**Inv #JRC-7-30-08-VB YOUTH**



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

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

Valerie Bell  
 Name of Recreation Service Provider/Sports Official

147-48-2681  
 FEI/Social Security Number

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

2. List prior work experience in providing this service:  
Whispering Pines Elementary School

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 9-23-04, 10-27-03, 11-20-03, 9-22-05, 10-26-05		
10-27-04, 11-4-05, 12-16-05, 4-2-04, 5-7-04		
5-24-06, 1-07, 2-07, 3-07, 4-07, 5-07, 8-08, 9-08,		
10-08, 11-08, 1-08, 2-08, 3-08, 4-08		
<u>Scope of Work</u>		<u>Contact #</u> <u>Total</u>

39+ times  
 Over 5 years

All kinds of crafts using gourds,  
 T shirts, paint, silk flowers, dirt, Flower  
 pots, chalk boards, fabric, candle, glue, feathers  
 Contact - Jane Walters SACC Dept

561-672-2731 or 561-672-2700

(B) Boca Middle School 1-24-06, 1-25-

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
1-16-07, 1-17-07, 1-18-07, 1-22-07, 12-9-04,		
12-13-04, 12-14-04, 1-24-05, 1-19-06, 1-23-06		

Candle centerpieces  
Dry Erase boards  
Scope of Work Contact # After School Director

Crafts, T shirts, game boards, paint, mirrors, gourds, Bird hses. Marcelo Alexandra  
561-416-8700 sch  
561-213-2429 cell

## Hammock Pointe Elementary

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C). From September of 2003 to current 4-08,	Have worked a total of 122	times in the 5 years at this school.

<u>Scope of Work</u>	<u>Contact #</u>
Crafts, bird feeders, wood glue, paint, candles, chalk boards, dry erase boards, mirrors, wood snowmen.	Bonnie Welch SACC Director 561-477-2231

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2000	PET / STEP	BCC
2005	CPR / First Aid	Amer. Red Cross
1999	Autism Awareness	Ft. Lauderdale
2001	ADD, EH, SLD Awareness	Ft. Lauderdale

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

Yes

No

If yes, give name and relationship.

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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 147-48-2681

Full Name (print) Valerie McKeown Bell Sex F Race W

Date of Birth 3-8-54 Driver's License No. B40087354588-0

Address 310SE 6 ST

City Pompano Bch, FL State FL Zip 33060

I, Valerie Bell, 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: Valerie Bell Date: 4-25-08

Signature: Valerie Bell



**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

**Name (as shown on your income tax return)**  
Valerie Bell

**Business name, if different from above**

Check appropriate box:  Individual/Sole proprietor     Corporation     Partnership     Other ▶ .....     Exempt from backup withholding

**Address (number, street, and apt. or suite no.)**  
310 SE 6 st

**City, state, and ZIP code**  
Pompano Beach, FL 33060

**List account number(s) here (optional)**

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number 147482681
or
Employer identification number 

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**    Signature of U.S. person ▶ Valerie Bell    Date ▶ 4-8-08

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**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: Valerie Bell  
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

VB

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.

*Nancy Bell*

*4-14-08*

Applicant's Signature

Date

**OR**

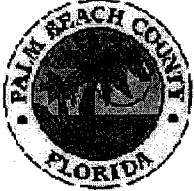
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute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

\_\_\_\_\_

Applicant's Signature

\_\_\_\_\_

Date



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001373

DATE : 06/25/2008

**CONTRACT INFORMATION**  
Active

BELL00820708524344E

NAME : BELL, VALERIE  
VENDOR CODE: BELL0082  
INSTRUCTOR: CRAFTS AND FUN  
ACCOUNT NUMBER : 0001-580-5243-44-3422  
LOCATION: WEST JUPITER RECREATION CENTER  
PROGRAM: CRAFTS

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CONTRACT DATE : 06/25/2008  
START DATE : 07/22/2008  
END DATE : 07/31/2008

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CONTRACT AMOUNT :	284.00	REVENUE AMOUNT:	284.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	284.00	AMOUNT LEFT :	284.00

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ASSIGNED CATEGORIES:

CRAFTS & FUN                      284.00 FLAT FEE

RECREATION SERVICES					
ACCOUNT: 0001-580-5243-44-3422		VENDOR CODE: BELL0082		CONTRACT:	
MC: <u>afc</u>	PS: <u>afc</u>	FSS: <u>afc</u>	CC: <u>afc</u>	CA: <u>A. G.</u>	DD: <u>(1)</u>

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

This Agreement is made as of the 25 day of June, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Valerie Bell, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on July 22, 2008 and will meet thereafter with the termination date of this agreement being July 31, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per Revenue Account No. N/A (This program is part of the overall Summer Camp tuition)
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 eighty four Dollars (\$284.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$284 flat fee % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Valerie Bell
  - b. Name of class or activity: Crafts and Fun
  - c. Day(s)/Date(s) Scheduled: Tuesday, July 22 and Wednesday, July 30
  - d. Time Scheduled: 1:00pm - 3:00pm and 10:00am - 12:00pm
  - e. Location: West Jupiter Recreation Center
  - f. A minimum of 10 and a maximum of 28 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
6/25/08

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

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

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

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

Constonsa Alexander PH: 747-3455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Valerie Bell

CONTRACTOR'S Address: 310 S.E. 6<sup>th</sup> Street, Pompano Beach, FL 33060

CONTRACTOR'S Phone No. (954) 260-9189

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

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

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

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

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



# Scope of Services

**VALERIE BELL  
310 SOUTHEAST 6th STREET  
POMPANO BEACH, FLORIDA 33060  
Cell (954) 260-9189 Fax (954) 785-4685**

**Woodworking ~ Craft Instructor**

**Jupiter Recreational Center  
Fax: 561-242-7075**

**Canstonsa,**

**Here is a description of materials that will be used for our 2008 summer camp projects.**

**Tie Dyed T Shirts: a cotton T Shirt, colored string cords, rubber bands, and water.**

**Clay: non toxic air dried clay, rolling pin, leaves and foliage.**

**Hats: cotton baseball hats, fabric paint, foam décor, and non toxic glue, and paint brushes to apply the glue.**

**There will be non toxic plastic on the tables to protect them and plastic or aluminum trays to hold the décor.**



Scope of Service

**Valerie Bell**  
**310 S.E. 6<sup>th</sup> Street**  
**Pompano Beach, Florida 33060**  
**Cell (954) 260-9189 Fax (954) 785-4685**  
**Valerie@MissWoody.com**

**CRAFTS AND ~~WOODWORKING~~**  
**Miss Woody ~ ~ Instructor**

not doing  
any woodworking  
this summer.

**JUPITER REC CENTER ~ ~ CANSTONSA**  
**DIRECTOR ~ FAX: 561-747-6422**

off

Tuesday, July 22, 2008

Teens: Personalized Decorated "T" Shirts 28 Teens

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$72.00 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 28

Total Due: \$144.00

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell  
Inv #JRC-7-22-08-VB Teen

JPC = Jennifer & Cullen  
P.O. Box 10000 St. Augustine

*Scope of Service*

**Valerie Bell  
310 S.E. 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
Cell (954) 260-9189 Fax (954) 785-4685  
Valerie@MissWoody.com**

**CRAFTS AND ~~WOODWORKING~~  
Miss Woody ~ ~ Instructor**

*Note this  
Summer  
offer*

**JUPITER REC CENTER ~ ~ CANSTONSA  
DIRECTOR ~ FAX: 561-747-6422**

Wednesday, July 30, 2008

Teens: Personalized Decorated Baseball Caps 28 Teens

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$70.00 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 28

Total Due: \$140.00

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell  
Inv #JRC-7-30-08-VB TEEN



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

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

Valerie Bell  
 Name of Recreation Service Provider/Sports Official

147.48 - 2681  
 FEI/Social Security Number

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

2. List prior work experience in providing this service:  
Whispering Pines Elementary School

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 9-23-04, 10-27-03, 11-20-03, 9-22-05, 10-26-05		
10-27-04, 11-4-05, 12-16-05, 4-2-04, 5-7-04		
5-24-06, 1-07, 2-07, 3-07, 4-07, 5-07, 8-08, 9-08,		
10-08, 11-08, 1-08, 2-08, 3-08, 4-08		
<u>Scope of Work</u>		<u>Contact #</u> Total 39 times over 5 years.

All kinds of crafts using gourds, T shirts, paint, silk flowers, dirt, flower pots, chalk boards, fabric, candle, glue, feathers  
 Contact - Jane Walters SACC Dept  
 561-672-2731 or 561-672-2700

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) Boca Middle School		1-24-06, 1-25-06

1-16-07, 1-17-07, 1-18-07, 1-22-07, 12-9-04,		
12-13-04, 12-14-04, 1-24-05, 1-19-06, 1-23-06		
<u>Scope of Work</u>		<u>Contact #</u> After School Director

Crafts, T shirts, game boards, paint, mirrors, gourds, Bird hses.  
 Marcelo Alexandro  
 561-416-8700 sch  
 561-213-2429 cell

# Hammock Pointe Elementary

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(c) From September of 2003 to current 4-08,	Have worked a total of 122	times in the 5 years at this school.

<u>Scope of Work</u>	<u>Contact #</u>
Crafts, bird feeders, wood glue, paint, candles, chalk boards, dry erase boards, mirrors, wood snowmen.	Bonnie Welch SACC Director 561-477-2231

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2000	PET / STEP	BCC
2005	CPR / First Aid	Amer. Red Cross
1999	Autism Awareness	Ft. Lauderdale
2001	ADD, EH, SLD Awareness	Ft. Lauderdale

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

Yes       No

If yes, give name and relationship.

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**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Valerie Bell</b>	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>310 SE 6 st</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Pompano Beach, FL 33060</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number <b>147482681</b>
or
Employer identification number 

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Valerie Bell</b>	Date ▶ <b>4-8-08</b>
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**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: Valerie Bell  
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

VB

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.

*Nancy Bell*

*4-14-08*

Applicant's Signature

Date

**OR**

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

Applicant's Signature

Date



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001375

DATE : 07/11/2008

**CONTRACT INFORMATION**  
Active

FISCH1186220708523905A

NAME : FISCHER, MARK  
VENDOR CODE: FISCH118622  
INSTRUCTOR: SUSHI WORKSHOP  
ACCOUNT NUMBER : 0001-580-5239-05-3422  
LOCATION: OKEEHEELEE NATURE CENTER  
PROGRAM: SUSHI WORKSHOP

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CONTRACT DATE : 07/08/2008  
START DATE : 07/21/2008  
END DATE : 07/22/2008

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CONTRACT AMOUNT : 130.00 REVENUE AMOUNT: 130.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 130.00 AMOUNT LEFT : 130.00

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ASSIGNED CATEGORIES:

SUSHI MAKING WORKSHOP 130.00 FLAT FEE



**RECREATION SERVICES**

ACCOUNT: 0001-680-6239-06-3422		VENDOR CODE: VC-118622		CONTRACT:	
MC: <i>CP</i>	PS: <i>dec</i>	FSS: <i>wp</i>	CC: <i>SP</i>	CA: <i>apd</i>	DD:

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

This Agreement is made as of the 8 day of July, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Mark Fischer, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on July 21, 2008 and will meet thereafter with the termination date of this agreement being July 22 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per Revenue Account No. N/A (This program is part of the overall summer camp tuition)
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Hundred Thirty (\$130). 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 \$ 130.00 or \_\_\_\_\_% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Mark Fischer
  - b. Name of class or activity: Sushi Program
  - c. Day(s)/Date(s) Scheduled: July 21, 2008
  - d. Time Scheduled: 10 a.m. - 11 a.m.
  - e. Location: Okeehetee Nature Center
  - f. A minimum of 6 and a maximum of 12 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
6/20/08

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
  - a. CONTRACTOR agrees to:
    1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    8. Provide the County Representative with \_10\_ days notice of all schedule conflicts/changes.
    9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
  - b. COUNTY agrees to:
    1. Maintain the facilities in proper working order.
    2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
    3. Provide class/activity rosters to the CONTRACTOR for distribution.
    4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Meghan Murphy

PH: 561-233-1400 Ext. 3

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Mark Fischer

CONTRACTOR'S Address: 301 Hunter Street, West Palm Beach, FL 33405

CONTRACTOR'S Phone No.: 561-588-5184

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

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

Meghan Murphy  
SIGNATURE

Meghan Murphy  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

[Signature]  
SIGNATURE

CEO The Fischer Mark Inc.  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Delgent  
COUNTY ATTORNEY

# Mark Fischer

301 Hunter Street  
West Palm Beach, FL 33405  
561-588-5184

Sushi Workshop

Dates: July 21, 2008

Group: Teens

Hours worked: 1 hour

TOTAL HOURS: 1 hour at \$130

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage

Total Number of Kids: 12

Total Due: \$130

Make Check Payable to: Mark Fischer (Vendor Code VC-118622)

Due upon completion

THANK YOU!!

# Scope of Services

**Mark Fischer**

**301 Hunter Street  
West Palm Beach, FL 33405  
561-588-5184**

Here is a description of materials that will be used for our 2008 summer camp projects:

## Sushi Program

- 1 Avocado**
- 2 Tsunami crab (cooked)**
- 4 Cucumber**
- Carrots**
- Cream Cheese**
- 5 cooked clams**
- 6 cooked salmon**
- White Rice**
- 12 Sushi Rolling Mats**

} All items are pre-cut. *dfc*



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

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

Mark Fischer  
 Name of Recreation Service Provider/Sports Official

\_\_\_\_\_  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? An environmental  
education program that focuses on bonsai trees and  
making sushi.

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>5/24/08</u>	<u>Lighthouse Elementary</u>	<u>Ocean life</u>
	<u>4750 Dakota Dr.</u>	<u>Ms. Epperson</u>
	<u>Jupiter, FL 33458</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Invertebrates, Ocean life</u>	<u>Ms. Epperson</u>
<u>Program about marine creatures</u>	<u>561-745-7261</u>
<u>and their adaptations to</u>	
<u>several elementary school classes</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>April, 2008</u>	<u>Okeechobee Nature Center</u>	<u>Meghan Murphy</u>
	<u>7715 Forest Hill Blvd</u>	
	<u>West Palm Beach, FL 334</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Gave a program on bonsai trees to the general</u>	<u>Meghan Murphy</u>
<u>public for their Earth Day Celebration.</u>	<u>233-1400 x 3</u>
<u>People of all ages attended.</u>	







**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 300547233

Full Name (print) Mark S. Fischer Sex M Race C

Date of Birth 1/13/53 Driver's License No. \_\_\_\_\_

Address 301 Hurta Street

City West Palm Beach State FL Zip 33405

I, Mark S. Fischer, 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: MARK S. FISCHER Date: 5/27/08

Signature: Mark S. Fischer

ENTERED  
6/29/08



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: Mark Stephen Fischer  
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

MSF

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.

Muel Fuch

Applicant's Signature

5/27/08

Date

**OR**

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

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001374

DATE : 07/11/2008

**CONTRACT INFORMATION**  
Active

HOUS00240708523905A

NAME : HOUSEHOLDER, ERIC  
VENDOR CODE: HOUS0024  
INSTRUCTOR: GPS INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5239-05-3422  
LOCATION: OKEEHEELEE NATURE CENTER  
PROGRAM: GPS PROGRAM

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CONTRACT DATE : 07/08/2008  
START DATE : 07/16/2008  
END DATE : 07/17/2008

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CONTRACT AMOUNT :	100.00	REVENUE AMOUNT:	100.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	100.00	AMOUNT LEFT :	100.00

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ASSIGNED CATEGORIES:

GPS INSTRUCTION 100.00 FLAT FEE

RECREATION SERVICES					
ACCOUNT: 0001-580-5239-05-3422		VENDOR CODE: HOUS0024		CONTRACT:	
MC: <i>C.P.</i>	PS: <i>dfc</i>	FSS: <i>W</i>	CC: <i>J</i>	CA: <i>A. D.</i>	DD:

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

This Agreement is made as of the 8 day of July, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Eric Householder, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on July 16, 2008 and will meet thereafter with the termination date of this agreement being July 17, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per Revenue Account No. N/A (This program is part of the overall summer camp tuition)
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Hundred Dollars (\$100). 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 \$ 100.00 or \_\_\_\_\_% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Eric Householder
  - b. Name of class or activity: GPS Program
  - c. Day(s)/Date(s) Scheduled: July 16, 2008
  - d. Time Scheduled: 9 a.m. - 11 a.m.
  - e. Location: Okeehetee Nature Center
  - f. A minimum of 6 and a maximum of 12 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
6/26/08 *16*

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

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

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

Meghan Murphy

PH: 561-233-1400 Ext. 3

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Eric Householder

CONTRACTOR'S Address: 7113 Crescent Creek Lane, Coconut Creek, FL 33073

CONTRACTOR'S Phone No.: 754-246-1847

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

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

[Signature]  
SIGNATURE

Meaghan Murphy  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

[Signature]  
SIGNATURE

Eric J. Householder  
NAME & TITLE (TYPE OR PRINT)

FORM AND  
SUFFICIENCY

Anne Delmont  
COUNTY ATTORNEY



# ERIC J. Householder

7113 Crescent Creek Lane, Coconut Creek FL 33073

## GPS Class

Dates: July 16, 2008

Group: Teens

Hours worked: 2 hours

TOTAL HOURS: Whole program costs \$100

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours spent at location, and mileage

Total Number of Kids: 12

Total Due: \$100

Make Check Payable to: Eric Householder (HOUS0024)

Due upon completion

THANK YOU!!

# Scope of Services

Eric J. Householder

Here is a description of materials that will be used for 2008 summer camp GPS class:

- 6 Garmin GPS units provided
- GPS Field Training Sheets
- Powerpoint Presentation
- Geocaching Exercise



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

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

Eric J. Householdier  
 Name of Recreation Service Provider/Sports Official

209-52-9742  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? GPS training and  
Geocaching

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>3/22/08</u>	<u>Gumbo Limbo Nature Center</u>	<u>Susan Elliott</u> <u>Kristin Child</u>
		<u>561-338-1582</u>

Scope of Work Contact #  
Taught basic GPS use to  
students and adults

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>8/10/07</u>	<u>Henderson School</u>	<u>John Hardman</u>
		<u>561-297-3470</u>

Scope of Work Contact #  
Taught ten teachers the basics  
of GPS for environmental applications

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 3/10/08	GeoWeb	Karen Volanich

<u>Scope of Work</u>	<u>Contact #</u>
Taught Professional GPS to eight students as part of Professional development series.	561 906 4482

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
1993-1997	Masters Degree in Geography/GIS/GPS	1997 Florida Atlantic University
January 2000	Trimble Professional GPS certification	Trimble GPS
June 2008	Professional GIS Certification	GISCI

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

Yes      No

If yes, give name and relationship.

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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number 209-52-9742

Full Name (print) Eric James Householder Sex M Race W

Date of Birth 12/18/60 Driver's License No. H243-210

Address 7113 Crescent Creek Lane

City Coconut Creek State FL Zip 33073

I, Eric J. Householder, 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: Eric J. Householder Date: 6/12/08

Signature: [Handwritten Signature]

ENTERED  
6/26/08



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT:

Eric James Householder

Please print complete name

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

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

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

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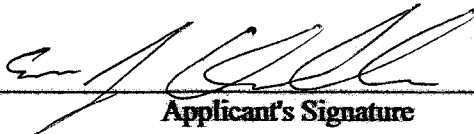
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

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

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

INITIAL: EVA

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.


6/12/08  
 \_\_\_\_\_  
 Applicant's Signature Date

**OR**

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

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