Agenda Item #: 3.M.6.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2008 [X] Consent [] Regular [] Ordinance [] Public Hearing

[] Ordinance [] 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 August and September.

- A) Modern Bujutsu Karate, Florida, Inc., Martial Arts, Therapeutic Recreation Center. (BUJUTSU11763309085204B); and
- B) Jessica Doherty, Mommy and Me, Coconut Cove Water Park and Recreation Center. (DOHERTY1198260908525400A); and
- C) Michael Alford, Flag Football Referee, Westgate Park and Recreation Center. (ALFO1198021008523200B); and
- D) Arthur Gibson, Flag Football Referee, Westgate Park and Recreation Center. (GIBSON1162271008523200C; and
- E) Caroline Andre, Cheerleading, Westgate Park and Recreation Center. (ANDRE1162691008523200C); and
- F) Richard Procyk, History Tours, Riverbend Park. (PROC1173461008541734B); and
- G) JKF GOJU KAI, Florida, Inc., Martial Arts, West Jupiter Recreation Center. (JKFGOJU1110971008523300D); and
- H) Arthur Gibson, Flag Football Referee, Westgate Park and Recreation Center. (GIBSON1162270908523200B); and
- Michael Alford, Flag Football Referee, Westgate Park and Recreation Center. (ALFO1198020908523200A); and.
- J) Caroline Andre, Cheerleading, Westgate Park and Recreation Center. (ANDRE1162690908523200B); and
- K) Gold Coast Gymnastics, Inc., Gymnastics, West Boynton Park and Recreation Center. (GOLD01291008525200H); and
- L) PBC Officials Association, Inc., Adult Flag Football, Westgate Park and Recreation Center. (PALM01681008523200C); and
- M) Kathy Andio, Water Exercise Instructor, North County Aquatic Complex. (AND1095381008530500C); and
- N) Steve Vancoppenolle, Water Exercise Instructor, North County Aquatic Complex. (VANC00061008530500J).

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 1,2, 3, and 5 (AH)

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

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

Attachments: Independent Contractor Agreements (14)

Approved by:

Approved by:

Assistant County Administrator

Approved by:

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 1,153 (1,988) -0- -0-	-0- 53,285 (73,946) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	<u>(835)</u>	(20,661)	0-	0-	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.:	Fund <u>0001</u>			<u>various</u> Program <u>N/A</u>	

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

	Contractor	FY2	8008	FY2	009
		Revenue	Expense	Revenue	Expense
A	Modern Bujutsu Karate, Florida, Inc.	\$200	\$140	\$2,200	\$1,540
В	Jessica Doherty	\$595	\$417	\$6,548	\$4,583
С	Michael Alford			*	\$420
D	Arthur Gibson			*	\$420
E	Caroline Andre			**	\$418
F	Richard Procyk			\$1,875	\$1,500
G	JKF GOJU KAI, Florida, Inc.			\$13,015	\$9,110
Н	Arthur Gibson	\$1,020	\$210		
1	Michael Alford	*	\$210		
J	Caroline Andre	\$173	\$176		
K	Gold Coast Gymnastics, Inc.			\$15,714	\$11,000
L	PBC Officials Association, Inc.			\$2,450	\$1,794
М	Kathy Andio			\$3,572	\$2,500
N	Steve Vancoppenolle			\$28,572	\$20,000
<u></u>	Total	s \$1,988	\$1,153	\$73,946	\$53,285

This table addresses the FY2008 fiscal impact associated with the Independent Contractor Agreements.

C. Departmental Fiscal Review: ____ckepelakis

III. REVIEW COMMENT	<u>s</u>
A. OFMB Fiscal and/or Contract Development and Contract	rol Comments:
OFMB 18 9/25/08 9/18/08 1/26/9/18/28	d. Jocal 9/29/qf
B. Legal Sufficiency:	This item complies with current
Assistant County Attorney	County policies.

C. Other Department Review:

Department Director

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

^{*} Revenue included in item H

^{**} Revenue included in item J



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001389

DATE : 08/22/2008

CONTRACT INFORMATION Active

BUJUTSU11763309085204 B

Certificate of Insurance

NAME :

MODERN BUJUTSU KARATE FLORIDA, INC.,

VENDOR CODE:

BUJUTSU117633

INSTRUCTOR:

MARTIAL ARTS

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

MARTIAL ARTS

CONTRACT DATE :

08/22/2008

START DATE :

09/04/2008

END DATE :

08/30/2009

CONTRACT AMOUNT :

1,680.00 REVENUE AMOUNT:

1,680.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,680.00 AMOUNT LEFT :

1,680.00

ASSIGNED CATEGORIES:

MARTIAL ARTS

0.70 Pct

MC:SS	580 5204 3422 VENDOR CODE: VC00001 7633 CONTRACT: BUJUTSU11763309085204B PS: PS: CL CC: CA: Q. H. DD:
	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreeme Palm Beach (ent is made as of the 8.2 day of Aug , 2008, by and between the Board of County Commissioners of County, Florida, hereinafter referred to as the "COUNTY" and Modern Bujutsu Karate Florida Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
	REAS, the COUNTY desires to make available (a) (an) <u>Martial Arts</u> program, and desires to contract CTOR to provide a specific service for that program; and
WHEF providing said	REAS , the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to program.
	THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY CTOR hereby agree as follows:
	e class, activity or service will begin on _September 4, 2008 and will meet thereafter with the n date of this agreement beingAugust 30, 2009
	m Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and om participants. The fee(s) charged by the COUNTY for this class or activity (is) (are):\$60 Revenue Account No0001-580-5204-4721-09
3. Payments	To Contractor:
a.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount ofone thousand six hundred eighty Dollars (\$_1,680.00). 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 biweekly 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 \$ or70% of the paid enrollment fees for the class or activity.
4. Specific D	<u>Petails</u> :
a.	Type of service/instructor: Martial Arts/Alexis Cardona, Arelis Matos Cardona,
b.	Name of class or activity: Martial Arts
C.	Day(s)/Date(s) Scheduled: Mondays
d.	Time Scheduled: 6:30pm – 7:30pm
e.	Location: Therapeutic Recreation Complex Gymnasium .
, f.	A minimum of4 and a maximum of20 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.

RECREATION SERVICES

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

9. Performance:

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

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

11.	County Representative: The County Representative for this CONTRA	CT is:	
	Jason Wong	PH: _	(561) 966-7083

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

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

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

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. **Availability of Funds**: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. 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 Linux Dule	PALM BEACH COUNTY DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
SIGNATURE Jason Wong NAME (TYPE OR PRINT)	Alexis Cardona. Instructor NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

Scope of Services Martial Arts Modern Bujutsu Karate Florida Inc.

Martial Arts class designed for people with disabilities, ages 5-21 will be conducted by a trained instructor once a week. Participants will learn basic martial arts skills to enhance their physical and mental well being. The classes will be conducted under the supervision of Palm Beach County Therapeutic Recreation Center staff. Equipment to be used during instruction includes, but is not limited to: gym mats and protective equipment. Each class will last approximately one hour and will contain a maximum of 20 participants.

Evidence of Insurance

03/31/2008

PRODUCER

Grizzly Insurance Agency, LLC PO Box 5530 Breckenridge, CO 80424 800-207-6603

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

INSURED

Modern Bujutsu Karate Florida, Inc.

13551 Northumberland Circle Wellington, FL. 33414

INSURANCE COMPANY AFFORDING COVERAGE

Capitol Specialty Corporation

THE POLICY LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

			· · · · · · · · · · · · · · · · · · ·				
	·	E OF INSURANCE	Insurance Company	POLICY EFFECTIVE DATE	Term	LIMITS	
	GENERA	L LIABILITY				GENERAL AGGREGATE	\$2,000,000
	х	COMMERCIAL GENERAL LIABILITY				PRODUCTS AGGREGATE	\$1,000,000
					2/29/09	PERSONAL & ADV.	\$1,000,000
x	х	Athletic Participants Coverage	Capitol Specialty Corporation Policy #CS218051	2/29/08		EACH OCCURRENCE	\$1,000,000
	х	Landlords Additional Insured				FIRE DAMAGE (Any One Fire)	\$100,000
	x	Includes Property Damage				Deductible	\$0
	Accident Insurance					Total per Accident	\$100,000
х	X Students & Staf		X Students & Staff Accident Carrier State Specific (Lloyds, American Sentinel/Aegis or QBE)		2/29/09	Deductible	\$250

Certificate Holders / Additional Insured's

Town of Palm Beach 340 Seaview Ave. Palm Beach, FL. 33480

Township Comm. Assoc. 2424 Lyons RD Coconut Creek Fi., Fi. 33063 PBC Board of Co. Comissioners 6000 Northtree BLVD. Boynton Beach, FL.

33463

Locations

340 Seaview Ave. Palm Beach FL. 33480 2424 Lyons Road Coconut Creek FL

6000 Northtree BLVD. 6000 Northtree BLVD. FL. 33463

The Certificate Holder(s) is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

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

THORIZED REPRESENTAT

Don Baldwin



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Instruct		ed in providing: ////////	iak orts
1115 Truct			/ -
List prior work	experience in pro	viding this service:	
<u>Dates</u> (A). 9/1994		Agency/Company Dlympic Center Twnship Club Mus	Representative Mart Mana
1997- M	esent To		casta Center
Scope of Work	, 1		Contact #
Martia	Arts -	Instruction	
	Arts -	I ps huction	
Dates (B).	Arts -	Agency/Company	<u>Representative</u>
<u>Dates</u>	Arts -	Agency/Company	<u>Representative</u>

<u>Dates</u>	Agency/Company	<u>Representative</u>
<i>(C)</i> .		
		·
Scope of Work		Contact #
		resident for an annual control of the modern control of the second control of the second control of the second
List any licenses/certific	cation/education you have completed rel	evant to providing this service
_		
Dates 5 Dal 100-	License/certification/education	<u>Location/Instructor</u>
7/28/1995	Shoden-Bleek Belt	
3110/1998	Nidan- 2nd degree	Vinefact NJ. Narting
)		
3/12/2005	Yodan-no-4" degree	((() () (
3/12/2005 12/12/04	Yodan-ho-4th degree Tashi-	
3/12/2005 12/12/04		
3/12/2005 12/12/04 Are you or any of your and Recreation Departs	employees related to anyone employed b	11 11 11 6
3/12/2005 12/12/04 Are you or any of your and Recreation Departs 3 Yes	employees related to anyone employed benent?	11 11 11 6
and Recreation Departr	employees related to anyone employed benent?	11 11 11 6

•



Contractor Background Screening Consent/Release Form





Contractor Background Screening Consent/Release Form

Full Name (print) Arelis Matos. Cardona Sex F Race His Rince
Date of Birth $3/25/67$ Driver's License No. $C635-0/3 \cdot 67-605-0$
Address 13551 Northumberland Circle
City Wellington 1 State FL zip 33414
I, <u>Areli's Matos. Cardone</u> , authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Arglis Matos Cardona Date: 8/8/08
Signature: Mats - Words

Applicant's Social Security Number _



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Arelis	Matos.	Cardona	
		Please print complet	e name	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
	•	394,4593	relating to sexual misconduct with certain mental Health patients
	Sections		adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
	•	7,11.50	assault aggravated assault better appropriately better appropriately better appropriately assault as a second appropriately assault appropriately a
· .			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		782.04	family or household member murder
 		782.07	
		762.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
	* * * *	702.071	aggravated manslaughter of a child
		782.071	vehicular homicide
. ———		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
. ——		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter '	796	prostitution
	Section '		lewd and lascivious behavior
	Chapter 8		lewdness and indecent exposure
	Section 8		arson
	Chapter 8		felony theft and/or robbery
	Sections 8		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse aggravated abuse or neglect of disabled a fully
		825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
-			lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
	\$	325.103	
		22.103	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
٠,	827.04	contributing to the delinquency or dependency of a child
· · · · · · · · · · · · · · · · · · ·	827.05	negligant treatment of all library
	_ 827.031	negligent treatment of children
		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
		person involved in the offense was a minor
	Section 985.4045	sexual misconduct in juvenile justice programs
xplanation: (Pr	ovide details of any items i	initialed above. Attach another sheet if necessary.)
escription		Dates
	·	
e above stater	ments are true and compl	lete to the best of my knowledge. INITIAL:
e above stater	nents are true and compl	lete to the best of my knowledge. INITIAL:
By signir guilty or charges u	ng this section, I affin nolo contendere (no ander the provisions	rm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these
By signir guilty or charges u jurisdiction	ng this section, I affir nolo contendere (no ander the provisions on. I also affirm that the last of t	rm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these
By signing guilty or charges unjurisdiction offenses. By signing Disqualify and true visiting in the signing and true visiting in the signing in the signin	ng this section, I affir nolo contendere (no ander the provisions on. I also affirm that the last of the provision of the last	rm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these Date OR are that my record may contain one or more of the foregoing offences and that the explanation I have provided is complete the above charges under the provisions of the Florida Statutes or
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Alexis Cardona	
	Please print complete name	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
,		741.30	domestic violence and injunction for protection (defined in 741.28) means any
	•		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
·		782.07	
		702.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
		782.071	vehicular homicide
	4	782.071	
. ———		784.011	killing an unborn child by injury to the mother
		784.011 784.021	assault, if the victim of offense was a minor
		784.021 784.03	aggravated assault
		784.045	battery, if the victim of offense was a minor
·		787.01	aggravated battery
			kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
			2 Personal desired and the contents was a followy

	90 <i>6</i> 04	•
	_ 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)	, but a serial of the serial s
	_ Chapter 893	drug abuse prevention and control only if the offense was a felony or if ar
	•	person involved in the offense was a minor
·	_ Section 985.4045	sexual misconduct in juvenile justice programs
olanation: (P	rovide details of any iter	ems initialed above. Attach another sheet if necessary.)
cription		<u>Dates</u>
		Dates
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above stater	ments are true and con	emplete to the best of my knowledge. INITIAL:
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001386

DATE : 08/22/2008

CONTRACT INFORMATION Active

DOHERTY1198260908525400A

NAME :

DOHERTY, JESSICA

VENDOR CODE:

DOHERTY119826

INSTRUCTOR:

MOMMY AND ME

ACCOUNT NUMBER :

0001-580-5254-00-3422

LOCATION:

COCONUT COVE WATERPARK & REC CENTER

PROGRAM:

MOMMY AND ME

CONTRACT DATE: 08/25/2008

START DATE :

09/11/2008

END DATE :

09/30/2009

CONTRACT AMOUNT :

5,000.00 REVENUE AMOUNT:

5,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

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5,000.00

ASSIGNED CATEGORIES:

MOMMY AND ME

0.70 PCT

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ACCOUNT: 0001-58	DONER 1 1 1 48 36 0 100 5 3 3 4 100
MC: 201	PS: FSS: OF CC: CA: CPAL DD:
	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreemen Pa	it is made as of the 25 day of 2004 , 2008, by and between the Board of County Commissioners of all Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Jessica Doherty</u> , an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
WHERE program, and de	AS, the COUNTY desires to make available (a) (an) <u>Mommy and Me</u> sires to contract with CONTRACTOR to provide a specific service for that program; and
WHERE providing said pr	AS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to organ.
NOW TH	HEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY FOR hereby agree as follows:
	class, activity or service will begin on <u>September 11, 2008</u> and will meet thereafter with the date of this agreement being <u>September 30, 2009</u>
Fees: Palm charges from week session	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$85 per 6 Revenue Account No. 0001-580-5254-4721-09
3. Payments T	<u>o Contractor:</u>
а.	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 \$5,000 Dollars (\$). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
b.	The CONTRACTOR's fee shall be the sum of \$ or or of the paid enrollment fees for the class or activity.
4. Specific De	tails:
a.	Type of service/instructor: Mommy and Me Instructor/Jessica Doherty Name of class or activity: Mommy and Me Mommy and Me
b.	Name of class or activity: Mommy and Me
c.	Day(s)/Date(s) Scheduled: Thursday, September 11, 2008-September 29, 2009
d.	Time Scheduled: 10:00am -10:45am and 10:45am - 11:30am
e.	Location: Coconut Cove Waterpark and Recreation Center

f.

A minimum of <u>5</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

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

Hugo Montenegro	PH:	561-274-1140 ext.205	

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

Director of Aquatics
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: Jessica Doherty

CONTRACTOR'S Address: 20975 Shady Vista Lane Boca Raton, FL 33428

CONTRACTOR'S Phone No. <u>561-218-9226</u>

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Mary Reale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
MANUEL ROBLE	DEFAITIVIENT BINEGTON AGGISTANT BINEGTON
NAME (TYPE OR/PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Hyo Ullano	Ossica Donorta
SIGNATURE	SIGNATURE
HUGO MONTENEGRO	JOSSICO Donerty / Mommy & Me NAME & TITLE (TYPE OR PRINT)
NAME (TYPE OR PRINT)	JASTRUCTOV

approved as to form and legal sufficiency

Mommy and Me Classes Coconut Cove Recreation Center Fall 2008 Classes

SCOPE OF SERVICE

Jessica Doherty will be offering a Mommy and Me program designed for children ages one and a half years old to three and a half years old every Thursday morning for six consecutive weeks from 10:00 am-11:30 am beginning September 11th, 2008 and continuing through September 29, 2009. Children will engage in age appropriate activities that will help prepare them for a preschool setting. These activities range from simple arts and crafts, to games promoting group interaction as well as learning to follow directions. The cost of the program is \$85 per 6 week session with a \$10 materials fee due to the instructor on the first day of the program. Jessica Doherty will receive 70% of the fees collected for registration.



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Nam	JESSICA DOHER ne of Recreation Service Prov		
1.	Which service(s) are you i	nterested in providing? <u>MOMM</u> HODGE GROUP	and the program
2.	List prior work experience	e in providing this service:	
	<u>Dates</u> (A). 2003 - 2005	Agency/Company Dine Tree Camp	Representative Diane Discerba
	Scope of Work Specialty instru		<u>Contact #</u> (Sel) 237 – 7310
	-		
	<u>Dates</u> (B). (COX) - 7005	Agency/Company Sovobite(ShoveS	Representative EIEM. Scha)
	After care enri	chment teacher	883-4000
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Scope of Work			<u>Contact #</u>
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and Aftercar	re Coordinator		
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Dates 1999-LOOU Are you or any of your of and Recreation Department of Yes	License/certification/educe Chilol Developmen Certified to Sc in Palm Be employees related to anyone enent? No	ation Local t Associate abstitute tea each County	ntion/Instructor PBC



Contractor Background Screening Consent/Release Form

Full Name (print) JOSSICA HUTCHINS Driver's License No. 1080-428-78-550-0 Date of Birth State K , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following: County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks **Current and Former Addresses** Social Security Number Verification I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law. Print Name: Signature:

Applicant's Social Security Number (

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: Jessica Hutchins Doherty
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
		702.07	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
			aggravated battery
		784.045 787.01	
		787.02	kidnapping
			false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		707.04(2)	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
****	Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

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	826.04	incest		
	827.03 827.04		ld abuse, or neglect of a child ncy or dependency of a child	
-	827.05	negligent treatment of child		
	827.071	sexual performance by a ch	ild	
	843.01	resisting arrest with violence	e	
	Chapter 847 Section 847.05(1)	obscene literature	nother to join a criminal gang	
	Chapter 893		control only if the offense was	a felony or if any othe
:	- 	person involved in the offer	nse was a minor	
	Section 985.4045	sexual misconduct in juveni	le justice programs	
Explanation	n: (Provide details of any items in	itialed above. Attach another shee	t if necessary.)	
Description	<u>I</u>		<u>Dates</u>	
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		* .	,	<u> </u>
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	Applicant's Sign	nature	Date	
		<u>OR</u>		
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	Applicant's Signatu	ire	Date	



Contact Fax Number:

MAIL TO:

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

Web Address: www.pbcgov.com/pur

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

TEACH THE ORT KINT IN BEACK INC				
[New Registration [] Change of Information				
Headquarters (Legal Name) of Company:(Must match name to which Federal I.D. or Taxpayer ID is assigned.)				
lossing Debooks				
Alias/D/B/A (Doing-Business-As) Name: (List your D/B/A or fictitious name only if applicable.)				
Type of Business Entity (check one): [Individual [] Sole Proprietorship [] Partnership [] Corporation [] Other				
Business Commodity Offered (check one): [] Goods Only [] Services Only [] Goods and Services				
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number:				
1. Please list below your Headquarters address information:				
Address: 10975 Shody Vista Cane				
City: Rosen State/Province: 17				
Zip/Postal Code: 33478 Country: USA				
Main Phone Number: (Stol) 301-5796 CV (Scol) 218-9226				
Contact Name: 105/0 Down to Famail Address: VND 10/2/0/2001, COM				
(E-mail Address may be used for Orders/Contracts)				
Contact Phone Number: (SQ) 302-5796 Alternate Phone Number: (SQ) 218-9226				
Contact Fax Number: Alternate Fax Number:				
2. Please list below your <u>Payment Address/Accounts Receivable Department</u> information address if necessary, or check here if Same as Headquarters:				
Address:				
City: State/Province:				
Zip/Postal Code: Country:				
Main Phone Number:				
Contact Name: E-mail Address:				
Contact Phone Number: Alternate Phone Number:				

Alternate Fax Number:

A dalra	•	
	ss:	
City:	State/Province:	
Zip/Po	stal Code: Country:	
Main F	hone Number:	
Contac	E-mail Address: (E-mail Address may be used for Orders/Contracts)	
Conta		
	Alternate Phone Number: Alternate Phone Number:	
Contac	ct Fax Number: Alternate Fax Number:	
4.	List Company Officers or Principals Who Are Palm Beach County Employees or are Related to Palm Beach County Employees:	
Name:	Position/Title:	
Name:	Position/Title:	
5. Name:	List Company Officials: Position/Title:	
Name:	Position/Title:	
Name:	Position/Title:	
6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit www.pbcgov.com/osba and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840		
7.	Affix Authorized Signature of Company Officer or Principal (Required for Registration):	
Print N	Dominate Land	
Signat	ure: (1000) 870/00 Date: 7/30/08	



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001384

DATE: 08/22/2008

CONTRACT INFORMATION Active

ALFO1198021008523200B

NAME :

ALFORD, MICHAEL

VENDOR CODE:

ALFO119802

INSTRUCTOR:

FLAG FOOTBALL REFEREE

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

REFEREE

CONTRACT DATE :

08/25/2008

START DATE :

10/01/2008

END DATE :

11/09/2008

CONTRACT AMOUNT :

420.00 REVENUE AMOUNT:

420.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

420.00 AMOUNT LEFT :

420.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

17.50 GAME

RECREATION SERVICES ACCOUNT: 0001-580- 5232-3422	INIC. / PAMPITO. / PAL TOO	. U UU. <u>U</u>	UA.///#	. DD.
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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Youth & Teens Arena Flag Football Referee</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>November 9, 2008</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$15.00 per participant, Revenue Account No. 0001-580-5232-4721-09.

3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Four Hundred Twenty Dollars</u> (\$420.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$17.50 per game or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teens Arena Flag Football Referee.
- b. Name of class or activity: Youth & Teens Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: **GAMES: 10/4, 10/11, 10/18, 10/25, 11/1, 11/8)**
- d. Time Scheduled: 11am 4pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with __5_ day's notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

10.	and COUNTY may attach applica licenses and/or memberships appattach applicable Exhibit(s). The	ions are applicable to the class or activity as provided for herein, CONTRACTOR ble Exhibit(s). If any additional requirements such as specialty certifications, licable to the class or activity are required CONTRACTOR and COUNTY may CONTRACTOR's proposal should also be included as an Exhibit to this ncorporated into and made a part hereof.
11.	County Representative: The Co	unty Representative for this CONTRACT is:
	Carlos Morales	PH: <u>561-694-5455</u>
	servants, employees and elected cost, damages and/or causes of a trial or appellate levels or otherwise.	CTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, officers harmless from and against any and all claims, liability, losses, expense, action of every kind or character, including attorney's fees and costs, whether at se, which may arise from any and all acts or omissions of the CONTRACTOR NTRACTOR's service under this Agreement.

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: Michael Alford

CONTRACTOR'S Address: 2037 vining circle Apt. 303 Wellington, Fl. 33414

CONTRACTOR'S Phone No. 56-472-4826

13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt

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

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

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

PALM BEACH COUNTY WITNESS SIGNATURE SIGNATURE STORY ST	PALM BEACH COUNTY Cercopee
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS SIGNATURE	INDEPENDENT CONTRACTOR
NAME (TYPE OR PRINT)	M. More Alford - Reference NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

OTHER STATIONNEY

3691 Oswego Avenue West Palm Beach, Fl 33409 Ph (561) 694-5455 Fax (561) 233-1414

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman - Recreation Programs Coordinator

From: Lee Powell – Facility Manager I

Date: August 18, 2008

Re: Referee – Scope of Services

Michael Alford

Michael will be officiating youth & teen's Arena Flag Football for ages 8-15 years old. Games will be played on Saturdays beginning October 4, 2008 through November 8, 2008 11:00am – 4:00pm.

Michael is certified through the Florida High School Athletic Association. He has refereed various high school basketball and football games for the Palm Beach County School District since the fall of 2007 and spring of 2008.



SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

f Recreation Service Pr	ovider/Sports Official	FEI/Social Security Number
Which service(s) are voi	ı interested in providing?	· · · · · · · · · · · · · · · · · · ·
vi miem ser vice(s) ure y se	more of the providing.	
List prior work experie	nce in providing this service:	
<u>Dates</u>	Agency/Company	Representative
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	×	
Scope of Work		Contact #
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Datas	Agaran/Corengan	Danvasautatina
<u>Dates</u> (B)., /	Agency/Company	<u>Representative</u>
11/14/07	ECBED	
		<u>Contact #</u>
Scope of Work		

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
		· · · · · · · · · · · · · · · · · · ·
·		
Scope of Wor	ek	<u>Contact #</u>
Scope of Wor	<u> </u>	Contact #
		A to the second
List any licenses/cer	rtification/education you have completed rele	evant to providing this serv
		Location/Instructor
<u>Dates</u>		Location/Instructor
	License/certification/education	Location/Instructor
		Location/Instructor
Dates 8/26/07 Are you or any of you	License/certification/education License and certification	Palm brock country
Dates 8/26/07	License/certification/education License and certification	Palm brock country
Dates 8/26/07 Are you or any of you and Recreation Dep	License/certification/education License and certification	Palm brock country
Dates 8/26/07 Are you or any of you and Recreation Dep	License/certification/education License and certification our employees related to anyone employed boartment?	Palm brock country
Dates 8/26/07 Are you or any of you and Recreation Dep	License/certification/education License and certification our employees related to anyone employed beartment?	Palm brock country
Dates 8/26/07 Are you or any of you and Recreation Dep	License/certification/education License and certification our employees related to anyone employed boartment?	Palm brock country



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Date of Birth 19/79 Driver's License No. 1416-541-79-009-0
Address 2037 Vining Circle Apt. 303
City Wellington State Fl Zip 33414
I, Michael A (Good), 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: Michael Alford Date: 8/3/08
Signature:

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	Mithael	A Hord			
		Please print	complete name		

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

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

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
	Sections		adult abuse, neglect, or exploitation of aged person or disabled adults
	Sections	741.30	domestic violence and injunction for protection (defined in 741.28) means any
		741.50	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			Cauthy, staiking, aggravated staiking, kidnapping, tand imprisonment, etc. of a
		700.04	family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
	•	787.01	kidnapping
	•	787.02	false imprisonment
·	-	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
	•		pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
	-		child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	-	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
·	-	750.115(20)	school property
		794.011	sexual battery
	- :	794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
			lewd and lascivious behavior
	_	798.02	
	Chapte		lewdness and indecent exposure
	-	806.01	arson
	Chapte		felony theft and/or robbery
	Section	s 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
827.071 843.01	sexual performance by a child
	resisting arrest with violence obscene literature
Section 847.05(
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any of
	person involved in the offense was a minor
Section 985.404	5 sexual misconduct in juvenile justice programs
planation: (Provide details of any i	tems initialed above. Attach another sheet if necessary.)
<u>scription</u>	<u>Dates</u>
<u>seription</u>	<u>Daies</u>
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	•
e above statements are true and	complete to the best of my knowledge. INITIAL:
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
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By signing this section	affirm that I have not been charged, found quilty or entered a place of
By signing this section,	affirm that I have not been charged, found guilty or entered a plea of
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guilty or nolo contender charges under the provis jurisdiction. I also affirm offenses.  Applicant  Applicant  Disqualifying charges, a and true with regard to a	e (no contest), regardless of the adjudication, to any of the foregoing ions of the Florida Statutes or under any similar statute of another in that I do not have a delinquency record that is similar to any of these  Signature  Date  OR  declare that my record may contain one or more of the foregoing cts or offences and that the explanation I have provided is complete my of the above charges under the provisions of the Florida Statutes or

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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001383

DATE : 08/22/2008

### CONTRACT INFORMATION Active

GIBSON1162271008523200C

NAME :

GIBSON, ARTHUR

**VENDOR CODE:** 

GIBSON116227

INSTRUCTOR:

FLAG FOOTBALL REFEREE

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

REFEREE

CONTRACT DATE :

08/25/2008

START DATE :

10/01/2008

END DATE :

11/09/2008

CONTRACT AMOUNT :

420.00 REVENUE AMOUNT:

420.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

420.00 AMOUNT LEFT :

420.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

17.50 GAME

	RECREATION SE	Charles The Control of the Control o	
ACCOUNT: 0001-580- 5232-3422	VENDOR CODE:GIBSON116227	CONTRACT: 61850N1162271008523200C	
MC: TOP MPS:	FSS: OPC OF CC: ~	CA: Q PA. DD:	

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

This Agreement is made as of the <u>25</u> day of <u>Aug</u>, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Arthur Gibson</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Youth & Teens Arena Flag Football Referee</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>November 9, 2008</u>.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09.</u>

#### 3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Four Hundred Twenty Dollars</u> (\$420.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$17.50 per game or _____% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Youth and Teen Arena Flag Football Referee.
- b. Name of class or activity: Youth & Teens Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: GAMES: 10/4, 10/11, 10/18, 10/25, 11/1, 11/8)
- d. Time Scheduled: 11am 4pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

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

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

Carlos Morales	PH:	694-5455
	1 1 1.	0 . , 0 , 0 -

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

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

and if sent to the CONTRAÇTOR shall be mailed to:
CONTRACTOR'S Name: Arthur L Caloson
CONTRACTOR'S Address: 3728 Cherokee AVE
CONTRACTOR'S Phone No. 561-503-8506

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

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

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

PALM BEACH COUNTY WITNESS  SIGNATURE  SIGNATURE	PALM BEACH COUNTY  Leckee
NAME (TYPE OF PRINT)  REALE  NAME (TYPE OF PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR  COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS  SIGNATURE	INDEPENDENT CONTRACTOR
NAME (TYPE OR PRINT)	ATTHO COLASON POFERED NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne Odelyont COUNTY ATTORNEY 3691 Oswego Avenue West Palm Beach, Fl 33409 Ph (561) 694-5455 Fax (561) 233-1414 Westgate Park & Recreation Center

# Memo

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

From: Lee Powell - Facility Manager I

**Date:** August 15, 2008

Re: Referee – Scope of Services

#### Arthur Gibson

Arthur will be officiating youth & teen's Arena Flag Football for ages 8-15 years old. Games will be played on Saturdays beginning October 4, 2008 through November 8, 2008, 11:00am – 4:00pm.

Arthur has volunteered on several occasions officiating basketball & flag football games for youth & teens for the City of Royal Palm Beach, Greenacres (2002 & 2003) and Westgate Recreation Center (Spring 2008).



# Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) All Libson Sex Race BK
Date of Birth 11-5-83 Driver's License No. 4/25-052-83-405-0
Address 3728 Cherikie ALE
City NEST PY M Beach State 72 Zip 33409
I, Arthur Leibson (45), authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Arthur Levour Date: 8-6-08 Signature: Arthur Levour T.







### **PALM BEACH COUNTY**

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	interested in providing? Refere	
List prior work experienc	ce in providing this service:	
Dates (A)7()DX	Agency/Company R-Ball-Vest gate	Representative
2005-2006	B-Ball-Vest gate B-Ball-yroon axers	- Kenth
Scope of Work		Contact #
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	oyal palm and given a	
Yolenfere a R		ckers gym's
	Agency/Company  B-Ball-yreen akers	
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<u>Dates</u>		Agency/Company	<u>Representative</u>
(C).2008	Voll	cysoll/ Palm Beath Lokes	- Mr. Williams
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			# ** *** *** *** *** *** *** *** *** **
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		cation you have completed rel	-
<u>Dates</u>		se/certification/education	Location/Instructor
2008	COL	2-AED-3Chool	Palm Boach Lakes h
			net invest
Are you or any o and Recreation I	f your employees Department?	related to anyone employed l	oy the Palm Beach County P
Are you or any o and Recreation I	f your employees Department?	related to anyone employed l	oy the Palm Beach County P
and Recreation I	Department?		by the Palm Beach County P

### 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: Athur L Cohom (A.J)

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		arson
	Chapter	812	felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
***************************************		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult

			•	
	825.103	exploitation of disabled adults or e	elderly persons if the o	ffanca was a falam.
-	826.04	incest	addity persons, if the o	fielise was a felony
<del></del>	827.03	child abuse, aggravated child abus	se, or neglect of a child	
	827.04	contributing to the delinquency or	dependency of a child	
	827.05	negligent treatment of children	aspendency of a china	
	827.071	sexual performance by a child		
	843.01	resisting arrest with violence		
	Chapter 847	obscene literature	•	the state of the s
	Section 847.05(1)	encouraging or recruiting another	to join a criminal pang	
	Chapter 893	drug abuse prevention and control	only if the offense was	a felony or if any other
		person involved in the offense was	s a minor	
	Section 985,4045	sexual misconduct in juvenile justi	ice programs	
Explanation	n: (Provide details of any items in	itialed above. Attach another sheet if nece		
		mated above. Attach another sheet if nece		
Description	<u>n</u>		<u>Dates</u>	
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guilt	y or nolo contendere (no oges under the provisions of diction. I also affirm that	m that I have not been charged, contest), regardless of the adjud of the Florida Statutes or under a I do not have a delinquency rec	ication, to any of than similar statute of	ne foregoing
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1	. 1		Date	



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001385

DATE: 08/22/2008

#### **CONTRACT INFORMATION** Active

ANDRE1162691008523200C

NAME :

ANDRE, CAROLINE

VENDOR CODE:

ANDRE116269

INSTRUCTOR:

CHEERLEADING

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

CHEERLEADING

**CONTRACT DATE:** 08/25/2008

START DATE :

10/01/2008

END DATE :

11/09/2008

CONTRACT AMOUNT :

418.00 REVENUE AMOUNT:

418.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

418.00 AMOUNT LEFT :

418.00

ASSIGNED CATEGORIES:

CHEERLEADING

22.00 CLASS

	RECREATION SER	RVICES	
ACCOUNT: 0001-580- 5232-3422	VENDOR CODE: ANDRE116269	O ANDREIL636	91008513200C
MC: JAPAH PS: ORC	FSS: () CC:	CA: ap.	DD:

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

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

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Youth & Teens Flag Football Cheerleading Coach</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>November 9, 2008</u>.
- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

#### 3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Four Hundred Eighteen Dollars</u> (\$418.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$22.00 a class or ______% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Youth and Teen Arena Flag Football Cheerleading Coach.
- b. Name of class or activity: Youth & Teens Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: <u>PRACTICES</u>: (10/7, 10/14, 10/21, 10/28, 11/5, GAMES: 10/4, 10/11, 10/18, 10/25, 11/1, 11/8)
- d. Time Scheduled: 11am 1pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of 8 and a maximum of 15 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

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

#### 9. Performance:

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

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

Cordos Morales	PH. 561-694-5455
Carrost total	FII. 301 677 3738

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Caroline Andrews: 4731 D Orleans (A., WPB F1334)

CONTRACTOR'S Phone No. 561-313-6251

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

- 19. <u>Severability:</u> If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 20. 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
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
INDEPENDENT CONTRACTOR
Corli Ole
SIGNATURE  Carolin Andre, Coal
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Onne County ATTORNEY

3691 Oswego Avenue West Palm Beach, Fl 33409 Ph (561) 694-5455 Fax (561) 233-1414

## Westgate Park & Recreation Center

# Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

**Date:** August 15, 2008

Re: Cheerleading – Scope of Services

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

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will be held on Tuesdays from 6:00pm – 7:00pm and cheer time will be on Saturdays for two (2) hours 11am –1 pm during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played from Oct 4th thru Nov 8.

Mrs. Andre has been the Cheerleading Coach for Westgate Park & Recreation Center's Sports Leagues since the fall of 2006.



# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

f Recreation Service P	rovider/Sports Official	FEI/Social Security Number
Which service(s) are y	ou interested in providing?	h - Chearleading
List prior work experi	ence in providing this service:	
<u>Dates</u>	Agency/Company	Representative
8/200 <b>6</b>	Westgak Parts or	Dec. Le Pous
8/2009		
12008		
Scope of Work		Contact #
Checleadin	co Cooch. Foot ball ?	561-313-68
basket Si	nce 2006.	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(B).		
		·
Scope of Work		Contact #

<b>D</b> 4	Aconon/Company	<u>Representative</u>
<u>Dates</u> (C).	Agency/Company	Representative
	. ·	
Scope of Work		<u>Contact #</u>
A CAMPAGNA AND A CAMP		
List any licenses/certificat	ion/education you have completed rel	evant to providing this serv
List any licenses/certificati <u>Dates</u>	ion/education you have completed rel <u>License/certification/education</u>	evant to providing this serv <u>Location/Instructor</u>
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> Are you or any of your em	License/certification/education	Location/Instructor



# Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Carolin Intre Sex F Race Black
Date of Birth 1/13 / 76 Driver's License No. A 536-101-76-513-0
Address 4731 D Orleans Count
City Ded Palm Beach State Fl Zip 33415
I, Carolin Admi, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials fre and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages 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: Carolin Andre Date: 8/1/08
Signature:



#### 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.

• .	9	1	
APPLICANT:	Carolin	_Andre	
	Ple	ease print complete name	

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

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

 Sections		relating to sexual misconduct with certain developmentally disabled clients
	394.4593	relating to sexual misconduct with certain mental Health patients
 Sections		adult abuse, neglect, or exploitation of aged person or disabled adults
	741.30	domestic violence and injunction for protection (defined in 741.28) means any
		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
		battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	killing an unborn child by injury to the mother
	784.011	assault, if the victim of offense was a minor
	784.021	aggravated assault
	784.03	battery, if the victim of offense was a minor
	784.045	aggravated battery
	787.01	kidnapping
	787.02	false imprisonment
	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		pending custody proceedings
	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
 •	, ,	child at a custody hearing or delivering the child to the designated person
	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
		school property
	794.011	sexual battery
	794.041	prohibited acts of persons in familial or custodial authority (former)
Chapter		prostitution
 Section		lewd and lascivious behavior
 Chapter		lewdness and indecent exposure
 Section		arson
 Chapter		felony theft and/or robbery
Sections		
 Sections	825.102	fraudulent sale of controlled substances, if the offense was a felony
	825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	023.1023	lewd or lascivious offenses committed upon or in the presence of an elderly
		person or disabled adult

· · ·	924		
	014		
	-	5.103	exploitation of disabled adults or elderly persons, if the offense was a felony
	•	5.04 7.03	incest
	•	7.03 7.04	child abuse, aggravated child abuse, or neglect of a child
		7.05	contributing to the delinquency or dependency of a child negligent treatment of children
		7.071	sexual performance by a child
, <u></u>		3.01	resisting arrest with violence
	Chapter 847		obscene literature
	Section 847		encouraging or recruiting another to join a criminal gang
·	Chapter 893	3	drug abuse prevention and control only if the offense was a felony or if any other
	0 1 000	. 10.15	person involved in the offense was a minor
	Section 985	.4045	sexual misconduct in juvenile justice programs
xplanation: (Pro	ovide details of	any items init	ialed above. Attach another sheet if necessary.)
escription		=	<u>Dates</u>
-			
		n Laffirm	
charges u	nolo contend nder the pro	dere (no co ovisions of	on that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another
charges u	nolo contend nder the pro	dere (no co ovisions of	ontest), regardless of the adjudication, to any of the foregoing
guilty or in charges under jurisdiction	nolo contend nder the pro	dere (no co ovisions of	ontest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another
guilty or in charges under jurisdiction	nolo contend nder the pro	dere (no co ovisions of	ontest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another
charges u	nolo contend nder the pro on. I also af	dere (no co ovisions of	ontest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another do not have a delinquency record that is similar to any of these
guilty or in charges under jurisdiction	nolo contend nder the pro on. I also af	dere (no convisions of	ontest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another do not have a delinquency record that is similar to any of these
guilty or in charges under jurisdiction	nolo contend nder the pro on. I also af	dere (no convisions of	ontest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another do not have a delinquency record that is similar to any of these
By signing Disqualify and true w	Applications of this section charges with regard to	on, I declares, acts or o	ontest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another do not have a delinquency record that is similar to any of these ture  Date
By signing Disqualify and true w	Applications of this section charges with regard to	on, I declares, acts or o	e that my record may contain one or more of the foregoing  figure Services and that the explanation I have provided is complete  ne above charges under the provisions of the Florida Statutes or



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001387

DATE : 08/22/2008

#### CONTRACT INFORMATION Active

PROC1173461008541734B

NAME :

PROCYK, RICHARD

VENDOR CODE:

PROC117346

INSTRUCTOR:

HISTORY TOURS

**ACCOUNT NUMBER:** 0001-580-5417-3422

LOCATION:

RIVERBEND PARK

PROGRAM:

HISTORY TOURS

CONTRACT DATE :

08/25/2008

START DATE :

10/18/2008

END DATE :

04/19/2009

CONTRACT AMOUNT :

1,500.00 REVENUE AMOUNT:

1,500.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,500.00 AMOUNT LEFT :

1,500.00

ASSIGNED CATEGORIES:

HISTORY TOURS

0.80 PCT

	RECREATION SERVICES
ACCOUNT: 0001-580-5417-3422	VENDOR CODE: PROC117346
MC(1/B) PS: OPC	FSS: OF CC: CA: Q PA DD:

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

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

#### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 18, 2008</u> and will meet thereafter with the termination date of this agreement being <u>April 19, 2009</u>
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): _\$5.00 per Revenue Account No. _0001-580-5417-4721-09

#### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>One Thousand Five Hundred</u> Dollars (\$1,500). 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 \$ 80% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: <u>Historic Walking Tour of Riverbend Park</u>
- b. Name of class or activity: "History of Riverbend"
- c. Day(s)/Date(s) Scheduled: October 18th, November 15th, December 6th, 2008; February 21st, March 21st, and April 18th, 2009
- d. Time Scheduled: 10am 11:30am
- e. Location: Riverbend Park
- f. A minimum of 20 and a maximum of 50 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or

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

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

#### 9. Performance:

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

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

Kristofor Sewer Recreation Specialist II PH: 561-963-6704

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

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

CONTRACTOR'S Name:	Richard Procyk
CONTRACTOR'S Address:	18791 Falcon Way Jupiter, FL 33458
CONTRACTOR'S Phone No.	561-744-3730

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

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

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

PALM BEACH COUNTY WITNESS	
Many Bale	PALM BEACH COUNTY
SIGNATURE	Cockec
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
Mistalor Same	INDEPENDENT CONTRACTOR
SIGNATURE	Richard Procyle
hristotor Sewer NAME (TYPE OR PRINT)	SIGNATURE
NAME (THE OKPANT)	Richard Procyk - Has
COURT AND	NAME & TITLE (TYPE OR PRINT)
APPROVED AS TO FORM AND	

#### **SCOPE OF SERVICE**

#### RICHARD J. PROCYK

Richard Procyk will provide walking tours and information of prehistoric and historic Nature in Riverbend Park for Palm Beach County Parks & Recreation Department.

#### Dates & Tour Offered:

10/18/08 - Andrew Jackson's connection to the Seminole Wars in Jupiter

11/15/08 – Black Seminoles – A forgotten people

12/06/08 – William Lauderdale, Andrew Jackson's Warrior

2/21/09 - America's First Vietnam

3/21/09 - Heroes and Personalities of the Seminole Wars

4/18/09 – Archaeology, History and Historic Preservation – Save a Lost Battlefield

Duties will include a 45 minute overview of the history of each topic and a 45 minute walking tour of the battlefield areas.

Equipment needed to perform these duties includes an easel and 6 picnic tables.



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) RICHARD J. PROCYK Sex M Race W
Date of Birth 10-23-25 Driver's License No. P622-750-25-383-0
Address 18791 FALCON WAY
City Jupiter State Fl. Zip 33458
I, Richard J. Drocyk, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: RICHARD J. PROCYK Date: 4-19-08
Signature: Richard J. Procyh

### 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: Bichard J. Procyk Please print complete name	<u> </u>
	<del></del>

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  Sections 394.4593  Sections 415.111  Adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member murder  782.04  782.07  782.08  1810			
Sections 415.111  adult abuse, neglect, or exploitation of agod person or disabled adults of domestic violence and injunction for protection (defined in 741.28) means any assamit, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member manslanghter, aggravated manslanghter of an elderly person or disabled adult, or aggravated manslanghter of a child vehicular homicide killing an unborn child by injury to the mother assault, if the victim of offense was a minor aggravated assault battery, if the victim of offense was a minor aggravated battery, if the victim of offense was a minor aggravated battery, if the victim of offense was a minor aggravated battery, if the victim of offense was a minor aggravated battery, if the victim of offense was a minor aggravated battery, if the victim of offense was a minor aggravated battery aggravated battery false imprisonment taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limi	Sec	tions 393.135	relating to sexual misconduct with certain developmentally disabled clients
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lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult	Se	ections 817,563	
person or disabled adult			abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	
825.103 exploitation of disabled adults or elderly persons, if the offense was a felony			
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

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	war vertre	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		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 of person involved in the offense was a minor
	Section	985,4045	sexual misconduct in juvenile justice programs
planation:	(Provide detai	ls of any items init	tialed above. Attach another sheet if necessary.)
scription			<u>Dates</u>
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001388

#### CONTRACT INFORMATION Active

JKFGOJU1110971008523300D

DATE: 08/22/2008

Certificate of Insurance

NAME :

JKF GOJU KAI, FLORIDA, INC.,

VENDOR CODE:

JKFGOJU111097

INSTRUCTOR:

MARTIAL ARTS

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

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

MARTIAL ARTS

CONTRACT DATE :

08/25/2008

START DATE :

10/01/2008

END DATE :

10/01/2009

CONTRACT AMOUNT :

9,110.00 REVENUE AMOUNT:

9,110.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

9,110.00 AMOUNT LEFT :

9,110.00

ASSIGNED CATEGORIES:

MARTIAL ARTS

0.70 Pct

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

#### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>October 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>October 1, 2009</u>.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$60.00 per session (8 classes/4 weeks) or \$15.00 per class. Revenue Account No. 0001-580- 5233-4721-09

#### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Nine Thousand one hundred ten</u> Dollars (\$ 9,110.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$_____ or ______ or _______ of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: <u>Martial Arts/Karate instruction/classes</u>
- b. Name of class or activity: <u>Karate</u>
- c. Day(s)/Date(s) Scheduled: October 1, 2008-September 30, 2009
- d. Time Scheduled: Wednesdays 6-7pm and Saturdays 9-10 am
- e. Location: West Jupiter Recreation Center
- f. A minimum of <u>15</u> and a maximum of <u>30</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

- 5. 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. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. <u>Subcontracting</u>: The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

#### 9. Performance:

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

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

Alison Schram	-	504 747 0457	
Alison Schlam	PH:	<u>56</u> 1-747-3455	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Gilbert Venero

CONTRACTOR'S Address: <u>11731 NW 22nd Street, Pembroke Pines, FL 33026</u>

CONTRACTOR'S Phone No. (954) 443-8182

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

- 15. Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. 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. <a href="Public Entity Crimes:">Public Entity Crimes:</a> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

- 19. <u>Severability:</u> If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 20. 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 BULL	PALM BEACH COUNTY
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
CONTRACTOR WITNESS  Alison Schnam	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)  INDEPENDENT CONTRACTOR
Alison Schram NAME (TYPE OR PRINT)	SIGNATURE  SIGNATURE  VENERO  NAME & TITLE (TYPE OR PRINT)
	MANUE & THE (TIPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

COUNTY ATTORNEY

#### **Scope of Services**

#### Karate

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

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



## Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) <u>Sean Evan Mo61;</u> Sex M Race N  Date of Birth <u>02/26/90</u> Driver's License No. <u>M300~785~90~066~0</u> Address <u>11731 NW 22nd St</u>
City <u>Pembroke Pines</u> State <u>Florida</u> Zip 33026
<ul> <li>I, <u>Fran Fran Mooti</u>, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:</li> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Sean Evan Mooti Date: 7/26/08
Signature:

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Francis L. Dean

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## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Manuel A. Augla	
	Please print complete name	

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

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

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients
	Sections	415.111	relating to sexual misconduct with certain mental Health patients
	Sections	741.30	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.50	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	
		762.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
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		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
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		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section	798.02	lewd and lascivious behavior
	Chapter Section	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
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	•	person involved in the	offense was a minor	tiense was a felony or	if any othe
·	Section 985.4045	sexual misconduct in	juvenile justice programs		
Explanation: (Prov	ride details of any iten	ns initialed above. Attach anothe	er sheet if necessary.)		
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## Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print)
Address 14493 65th Way N.
City_PBGState_FL_Zip_33418
I, Mance A Agaic authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Manye A. Ayela Date: 7/21/08
Signature:



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APPLICANT:	_ Coulbert	VENERO	
	Please print com	iplete name	

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		700.04	family or household member
		782.04	murder
<del> </del>		782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or
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826.04	incest	
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	person involved in the offense w	of only if the offense was a felony or if any others
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Explanation: (Provide details of any items in		
<u>Description</u>	aromor sheet if he	cessaly.)
		<u>Dates</u>
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Applicant's Signature		Date

### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

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APPLICANT:	Sean Evan Monti	
	Please print complete name	

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<u> </u>	Chapter 893	encouraging or recruiting another to join a criminal gang
		drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor
<del></del>	Section 985.4045	sexual misconduct in juvenile justice programs
explanation: (Prov	ide details of any items	s initialed above. Attach another sheet if necessary.)
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		<u>Dates</u>
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Palm Beach County

Parks and Recreation Dept.

Contract Tracking System 0000001381

DATE : 08/22/2008

### CONTRACT INFORMATION Active

GIBSON1162270908523200B

NAME :

GIBSON, ARTHUR

VENDOR CODE:

GIBSON116227

INSTRUCTOR:

FLAG FOOTBALL REFEREE

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

REFEREE

CONTRACT DATE :

08/25/2008

START DATE :

09/08/2008

END DATE :

09/30/2008

CONTRACT AMOUNT :

210.00 REVENUE AMOUNT:

210.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

210.00 AMOUNT LEFT :

210.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

17.50 GAME

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

This Agreement is made as of the <u>25</u> day of <u>Aug</u>, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Arthur Gibson</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>September 8, 2008</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2008</u>.
- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

#### 3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="Two Hundred Ten Dollars">Two Hundred Ten Dollars</a> (\$210.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$17.50 per game or ______% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Youth and Teen Arena Flag Football Referee.
- b. Name of class or activity: Youth & Teens Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: Scrimmage: 9/13/08 Games: (9/20, 9/27)
- d. Time Scheduled: 11am 4pm
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

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

10.	Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
	Carlos Mordes PH: 694-5455
12.	Indemnification: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	<u>Notices</u> : All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
	Director of Recreation Services Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461
	and if sent to the CONTRACTOR shall be mailed to:
	CONTRACTOR'S Name: Athur L Carson.
	CONTRACTOR'S Address: 3728 Cherikel
	CONTRACTOR'S Phone No. Sul
14.	Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

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

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

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

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

this Agreement.

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

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 BULL	PALM BEACH COUNTY
Maney Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OF PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEDENDENT CONTRACTOR
SIGNATURE	INDEPENDENT CONTRACTOR
NAME (TYPE OR PRINT)	Altho Coloson Referee
	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

3691 Oswego Avenue West Palm Beach, FI 33409 Ph (561) 694-5455 Fax (561) 233-1414

## **Westgate Park & Recreation Center**

## Memo

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

From: Lee Powell - Facility Manager I

**Date:** August 15, 2008

Re: Referee - Scope of Services

#### Arthur Gibson

Arthur will be officiating youth & teen's Arena Flag Football for ages 8-15 years old. Games will be played on Saturdays beginning September 13, 2008 through September 27, 2008, 11:00am – 4:00pm.

Arthur has volunteered on several occasions officiating basketball & flag football games for youth & teens for the City of Royal Palm Beach, Greenacres (2002 & 2003) and Westgate Recreation Center (Spring 2008).



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Athar L Cibson SexM Race B/K
Date of Birth 11-5-83 Driver's License No. 4/25-052-83-405-0
Address 3728 Charkee ALE
City Mest prin Beach State F2 zip 33409
I, Arthur Leibson (A5), authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials fre and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Arthur L Ceroson Date: 8-6-08
Signature: Alba Moon 7.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are y	ou interested in providing? Referee	
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Dates	ience in providing this service:	
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Dates	Agency/Company	Representative

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).2008	VolleyBall/ Palm Beath Lokes	-Mr. Williams
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List any licenses/c <u>Dates</u> こ いい と	ertification/education you have completed relev <u>License/certification/education</u> CPR-ALD -3Chool	Location/Instructor
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## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Athur L Elbon (A.T)

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	394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member.
•	782.04	
	782.07	murder
	/82.0/	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
	700 004	bb area iminitalization of a cilifo
	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
	84.021	aggravated assault
	'84.03	battery, if the victim of offense was a minor
	'84.045	aggravated battery
7	87.01	kidnapping
7	87.02	false imprisonment
7	87.04(2)	taking enticing or removing a shift to
	*	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
7:	87.04(3)	Carrying a child heyond the state lines with
		carrying a child beyond the state lines with criminal intent to avoid producing a
79	90.115(1)	
79	90.115(2b)	exhibiting firearms or weapons within 1,000 feet of a school
	( - )	possessing an electric weapon or device, destructive device, or other weapon on school property
79	94.011	sexual battery
79	94.041	nrohibited acts of access of a succession of the
Chapter 79	96	prohibited acts of persons in familial or custodial authority (former) prostitution
Section 79		Production
Chapter 80		lewd and lascivious behavior
Section 80		lewdness and indecent exposure
Chapter 81		arson
Sections 81		felony theft and/or robbery
	*	fraudulent sale of controlled substances, if the offense was a felony abuse, apprayated abuse or posterior of the latest and the offense was a felony
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82	5.1025	The process of the second of the process of the pro
		person or disabled adult

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825.103 826.04	exploitation of disabled adults or e	elderly persons, if the offense was a felony
827.03 827.04	child abuse, aggravated child abus contributing to the delinquency or	se, or neglect of a child
827.05	negligent treatment of children	dependency of a child
827.071	sexual performance by a child	
843.01 Chapter 847	resisting arrest with violence	
Section 847.05(1)	obscene literature	
Chapter 893	encouraging or recruiting another t	to join a criminal gang only if the offense was a felony or if any other
Section 985.4045	person involved in the offense was	a minor
	sexual misconduct in juvenile justic	•
	initialed above. Attach another sheet if neces	ssary.)
Description	<del>-</del>	<u>Dates</u>
The above statements are true and compl	lete to the heat of	
and compi	the to the best of my knowledge.	INITIAL: A 1/2
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B WILL DIO VISIONS	UL HIC PHINNIS STORNIAG OF UN don o	
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Applicant's Sign	ature	Date
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	<u>OR</u>	
By signing this section. I decla	are that my rooms	
Disqualifying charges acts or	offences and that the explanation	e or more of the foregoing
and true with regard to any of	the above charges and and	I have provided is complete
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ystaten of an	onto jurisdiction.	
Applicant's Signatur	re	Date



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001382

ALFO1198020908523200A

DATE : 08/22/2008

#### CONTRACT INFORMATION Active

NAME :

ALFORD, MICHAEL

VENDOR CODE:

ALF0119802

INSTRUCTOR:

FLAG FOOTBALL REFEREE

**ACCOUNT NUMBER:** 00,01-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

REFEREE

CONTRACT DATE :

08/25/2008

START DATE :

09/08/2008

END DATE :

09/30/2008

CONTRACT AMOUNT :

210.00 REVENUE AMOUNT:

210.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

210.00 AMOUNT LEFT :

210.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

17.50 GAME

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

#### WITNESSETH:

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

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

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

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- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

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- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="Two Hundred Ten Dollars">Two Hundred Ten Dollars</a> (\$210.00). 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.
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#### 4. Specific Details:

- a. Type of service/instructor: Youth and Teens Arena Flag Football Referee.
- b. Name of class or activity: Youth & Teens Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: Scrimmage: 9/13/08 Games: (9/20, 9/27)
- d. Time Scheduled: 11am 4pm
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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  Carlos Morales

  PH: 561-694-5455
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- during the performance of the CONTRACTOR's service under this Agreement.

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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: Mizhael Altord

CONTRACTOR'S Address: 2037 Vining ande Apt. 303 Wellington, Fi 33414

CONTRACTOR'S Phone No. 561-472-4806

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.

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- 17. <u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS	
Manual Rade	PALM BEACH COUNTY
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
Class	INDEPENDENT CONTRACTOR
SIGNATURE	With the
Carlos Morales	SIGNATURE
NAME (TYPE OR PRINT)	Michael Alford - Leterec
PHI War	NAME & TITLE (TYPE OR PRINT)

AFFRUVED AS TO FORM AND
LEGAL SUFFICIENCY

Onne Odeland
BOUNTY ATTORNAL

3691 Oswego Avenue West Palm Beach, FI 33409 Ph (561) 694-5455 Fax (561) 233-1414

## Westgate Park & Recreation Center

## Memo

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

From: Lee Powell - Facility Manager I

**Date:** August 18, 2008

**Re:** Referee – Scope of Services

#### Michael Alford

Michael will be officiating youth & teen's Arena Flag Football for ages 8-15 years old. Games will be played on Saturdays beginning September 13, 2008 through September 27, 2008 11:00am – 4:00pm.

Michael is certified through the Florida High School Athletic Association. He has refereed various high school basketball and football games for the Palm Beach County School District since the fall of 2007 and spring of 2008.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Pro	ovider/Sports Official	FEI/Social Security Numb
Which service(s) are you	interested in providing? Refere	
List prior work experien	ce in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
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Scope of Work		Contact #
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in the state of th	chos rosant game	361 41214826
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	227	
cope of Work	•	Contact #
fasting high school b	)	Contact #
11.9n 1 Chaol 13	25Kerbau games	56/-472.4846

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<u>Dates</u>	•	
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Dates 8/26/07  Are you or any of y	License/certification/education  License and certification	Location/Instructor
Are you or any of yound Recreation Dep	License and certification/education  License and certification  our employees related to anyone employed by partment?	Location/Instructor
Dates 8/26/07  Are you or any of y	License/certification/education  License and certification	Location/Instructor
Dates  8/26/07  Are you or any of yand Recreation Dep	License and certification/education  License and certification  our employees related to anyone employed by partment?	Location/Instructor
Dates  8/26/07  Are you or any of yound Recreation Dep	License/certification/education  License on I certification  our employees related to anyone employed by partment?	Location/Instructor



# Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

App	olicant's Social Security Numb	per
Full Name (print) Michael  Date of Birth		Sex M Race Blace 14-16-541-79-009-0
Address 2037 Vining	circle 4pt. 303	
City Wellington	State_ <i>Fu</i>	Zip 334/4
information regarding myself.	· ·	onsent for Palm Beach County to obtain
<ul> <li>County, State, and/or</li> <li>Sex Offender Registry</li> <li>Current and Former A</li> <li>Social Security Number</li> </ul>	Checks ddresses	kground Records/Information Checks
or via telephone in connection we hereby release and hold Palm E and harmless at all times from a causes of action of every kind a appellate levels or otherwise, as	with my agreement to enter into Beach County, its agents, design and against all claims, liability, end character, including attorner associated with obtaining or releasy will be held in confidence in a	ned by Palm Beach County either in writing a contract with Palm Beach County. I prees, employees, and elected officials free expenses, losses, costs, fines, damages or y's fees and costs, whether at trial or asing the above information. Information ccordance with Palm Beach County's
Print Name: Michael P.	ford	Date: 8/3/07
Signature: M	boll	
	-	

## 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:	Mithael	A	Hord		٠		
	•	•	Please prin	nt complete nar	ne		

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
2001			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
	v	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
<u> </u>		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
	Chapter Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, apprayated abuse, or neglect of dischlading the state of the st
		825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons lewd or lascivious offenses committed was a reliable
			lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
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		i i	825.103	exploitati	on of disabled ad	المحالة المحمد والدر			
			826.04	incest	on of disabled ad	uits or elderly pe	ersons, if the c	offense was a fe	elony
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			827.04	contributi	se, aggravated chi	nd abuse, or neg	lect of a child		
			827.05	Controut	ng to the delinque	ency or depende	ncy of a child		
			827.071	negngent	treatment of child	iren			
			843.01	sexual per	formance by a ch	iild			
		Chart			rrest with violend	e			
		Chapter		obscene li					
			847.05(1)	encouragi	ng or recruiting a	nother to join a	criminal gang		
		Chapter	893	drug abus	e prevention and	control only if th	ne offense was	s a felony or if	any oth
		<b>.</b> .		person inv	olved in the offer	nse was a minor		or in	uny Our
	<del></del>	Section	985.4045	sexual mis	sconduct in juven	ile justice progra	ams		
Explana	tion: (Pro	vide detai	ls of any item	s initialed above.	Attach another chas	t if management)			
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Γhe abov	e statem	ents are t	rue and com	plete to the best o	of my knowledge.	e	INITIAL:	, M.A	
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001380

DATE : 08/22/2008

## **CONTRACT INFORMATION** Active

ANDRE1162690908523200B

NAME :

ANDRE, CAROLINE

VENDOR CODE:

ANDRE116269

INSTRUCTOR:

CHEERLEADING

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

CHEERLEADING

CONTRACT DATE :

08/25/2008

START DATE :

09/08/2008

END DATE :

09/30/2008

CONTRACT AMOUNT :

176.00 REVENUE AMOUNT:

176.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

176.00 AMOUNT LEFT :

176.00

ASSIGNED CATEGORIES:

CHEERLEADING

22.00 CLASS

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

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

### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth & Teens Arena Flag Football Cheerleading Coach program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>September 8, 2008</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2008</u>.
- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

### 3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="One-Hundred Seventy Six Dollars">One Hundred Seventy Six Dollars</a> (\$176.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$22.00 a class or _____% of the paid enrollment fees for the class or activity.

## 4. Specific Details:

- a. Type of service/instructor: Youth and Teen Arena Flag Football Cheerleading Coach.
- b. Name of class or activity: <u>Youth & Teens Arena Flag Football League.</u>
- c. Day(s)/Date(s) Scheduled: Practices: (9/9, 9/16,9/23, Games: (9/20, 9/27)
- d. Time Scheduled: 11am 1pm
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>8</u> and a maximum of <u>15</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

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

### Performance:

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

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

Caclos Morales	PH: 56/-694-5455	
		<del></del>

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Coroline Andre

CONTRACTOR'S Address: 4731 D Or leans, WPB, F1 33415

CONTRACTOR'S Phone No. \$ 561-313-625 /

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. <u>Availability of Funds</u>: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. <u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).
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IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS	
Many Bule	PALM BEACH COUNTY
MANCY BEALE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
CONTRACTOR WITNESS	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
al affer	INDEPENDENT CONTRACTOR
Carlos Morales	· Casli Ol
NAME (TYPE OR PRINT)	Carolin Andr Coach
	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

3691 Oswego Avenue West Palm Beach, Fl 33409 Ph (561) 694-5455 Fax (561) 233-1414 Westgate Park & Recreation Center

# Memo

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

From: Lee Powell - Facility Manager I

**Date:** August 15, 2008

Re: Cheerleading – Scope of Services

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

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will be held on Tuesdays from 6:00pm – 7:00pm and cheer time will be on Saturdays for two (2) hours 11am –1 pm during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played from September 8, 2008 thru September 27, 2008

Mrs. Andre has been the Cheerleading Coach for Westgate Park & Recreation Center's Sports Leagues since the fall of 2006.



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Carolin Indre Sex F Race Black
Date of Birth 1/13 / 76 Driver's License No. A 536-101-76-513-0
Address 4731 D Orleans Count
City West Palm Beach State Fl Zip 33415
I, Carolin Admi, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages of causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Carolin Andre Date: 8/1/08
Signature:



## PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Pro		FEI/Social Security Number
Which service(s) are you	interested in providing?	h - Chearleading
List prior work experien	ace in providing this service:	
<u>Dates</u>	Agency/Company	Representative
(A). 8/2006	Westgak Parks & Ro	c. Lee Pous
8/2009		
12008		
Scope of Work		Contact #
Chesteading	Cool Foot ball 2	
basket sin	ce 2006.	561-513-60
	<u> </u>	
<u>Dates</u> B).	Agency/Company	<u>Representative</u>
		2
Scope of Work		Contact #

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).		
Scope of Work		<u>Contact #</u>
	S. C.	
List any licenses/certific <u>Dates</u>	ation/education you have completed re <u>License/certification/education</u>	levant to providing this ser <u>Location/Instructor</u>
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u>	License/certification/education  mployees related to anyone employed h	Location/Instructor

3691 Oswego Avenue West Palm Beach, Fl 33409 Ph (561) 694-5455 Fax (561) 233-1414

## Westgate Park & Recreation Center

# Memo

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

From: Lee Powell – Facility Manager I

**Date:** August 15, 2008

**Re:** Cheerleading – Scope of Services

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

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will be held on Tuesdays from 6:00pm – 7:00pm and cheer time will be on Saturdays for two (2) hours 11am –1 pm during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played from September 20, 2008 thru September 27, 2008

Mrs. Andre has been the Cheerleading Coach for Westgate Park & Recreation Center's Sports Leagues since the fall of 2006.

## 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.

	browness.	rox and quantition to to	CHIMIATION.	
APPLICANT:	Carolin	Andre		
, *	Pl	ease 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
<del></del>		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
·	Chapter	812	felony theft and/or robbery
·		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

	925 102	
	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
	826.04	nicest
	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
<del></del>	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
********	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other
	S-4 005 4045	person involved in the offense was a minor
	Section 985.4045	sexual misconduct in juvenile justice programs
planation: (Pro	ovide details of any items in	nitialed above. Attach another sheet if necessary.)
scription		<u>Dates</u>
	· .	
	· ·	
	<u>.</u>	
above statem	ents are true and comple	ete to the best of my knowledge. INITIAL:
By signing guilty or nucharges ur	g this section, I affirmation of the contendere (no order the provisions or the provisions of the provisions or the provisions or the provisions or the provisions of the provisions or the provisions of the prov	m that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute.
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001393

DATE: 09/03/2008

11

## **CONTRACT INFORMATION** Active

GOLD01291008525200H

Certificate of Insurance

NAME :

, GOLD COAST GYMNASTIC

VENDOR CODE:

GOLD0129

INSTRUCTOR:

GYMNASTICS

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

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

GYMNASTICS

CONTRACT DATE :

08/26/2008

START DATE :

10/01/2008

END DATE :

10/01/2009

CONTRACT AMOUNT :

11,000.00 REVENUE AMOUNT:

11,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

11,000.00 AMOUNT LEFT :

11,000.00

ASSIGNED CATEGORIES:

GYMNASTICS

0.70 PCT



#### Department of Parks and Recreation

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

#### Paim 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:

Kimberly McNeeley, Director

Recreation Services Division

DATE:

August 26, 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 Gymnastics program which represents total annual dollars in excess of the Director's approval authority.

Gold Coast Gymnastics, West Boynton Recreation Center

\$11,000.00

Please execute the attached contract.

Thank you.

			EATION S	_			
ACCOUNT: 0001-		VENDOR CODE: GO		$\mathcal{A}^{\downarrow co}$	NTRACT:	$\bigcirc$	
MC: AH	PS: OFC	FSS: ¿∭	CC:	<u> </u>	CA: Q 9pd	. DD: (1)	
INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT  This Agreement is made as of the 26 day of 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Goldcoast Gymnastics, an Independent Contractor, hereinafter referred to as "CONTRACTOR".							
		WI	TNESS	ETH:			
		Y desires to make provide a specific s				gram, and desires to	
WHER providing said p		Y and CONTRACT	OR desire to	clarify and	define their resp	oonsibilities with regard to	
	<b>HEREFORE</b> , in co TOR hereby agree		mutual cove	enants and I	oromises contair	ned herein, the COUNTY	
	class, activity or s agreement being		n <u>October 1</u>	, 2008 and	d will meet there	after with the termination	
charges fro	m participants. Th		by the COUN			nall collect all fees and (is) (are): <u>\$85</u> per student	
3. Payments	To Contractor:						
<b>a.</b>	not exceed a to shall notify the obeen reached. schedule of pay completion of the	tal contract amour COUNTY's represe The CONTRACTO ments, or as other ne Scope of Work.	at of <u>Eleven</u> entative in wi DR will bill the rwise provide Where incre	Thousand Driting when be COUNTY and in Exhibit mental billir	ollars (\$11,000.0 90% of the "not to on a bi-weekly b "B" for services ags for partially c	rvices and materials shall 00). The CONTRACTOR to exceed amount" has passis per the attached rendered toward the completed items are ompletion as of the billing	
b.		TOR's fee shall be for the class or ac		\$	or <u>70</u>	% of the paid	
4. Specific De	etails:				8/22/	08 13	
a.	Type of service	/instructor: <u>Tumblir</u>	ng Instructor		Le/ser		
b.	Name of class of	or activity: <u>Tiny To</u>	ot Tumbling v	vith parent	Tiny Tot Tumbl	ing without parent	
C.	Day(s)/Date(s)	Scheduled: Wedne	esday and Th	nursday – O	<u>ctober 1, 2008 –</u>	- September 30, 2009	
d.	Time Scheduled	d: <u>9:30 – 10:15am</u>	<u>/ 10:15 – 11</u>	:00am_			
e.	Location: Wes	t Bovnton Recreat	ion Center				

f.

A minimum of <u>6</u> and a maximum of <u>12</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

### 9. Performance:

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

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

Ellen Gilmer	PH:	561.355.1125	
		001.000.1120	

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

Director of 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: Gold Coast Gymnastics .

CONTRACTOR'S Address: 1420 Rupp Lane Lake Worth, FL 33460 .

CONTRACTOR'S Phone No. <u>561.585.2700</u> .

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Nong & Beale	Denie Tehlen
NANCY E. Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OF PRINT)	COUNTY ADMINISTRATOR (if contract value exceeds \$10,000.)
CONTRACTOR WITHEOD	INDEDENDENT CONTRACTOR
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Lin Henneman	Que a Revas
CONTRACTOR WITNESS  SIGNATURE  SIGNATURE	INDEPENDENT CONTRACTOR  SIGNATURE
SIGNATURE SIM HENNEMAN	SIGNATURE ARUPAS  July Roias - Director
SIGNATURE LEMENAN	SIGNATURE AROYAS

APPHOVED AS TO FORM AND
LEGAL SUFFICIENCY

COUNTY ALTORNEY

## **Scope of Service**

**Program Name:** Tiny Tot Tumbling

Instructor: Gold Coast Gymnastics, Inc.- Mrs. Jill Rojas

Location: West Boynton Recreation Center

Class Day & Times: Wednesday & Thursday 9:30-10:15 - 1-2 yrs.old (with Parent)

Wednesday & Thursday 10:15-11:00 – 3-4 yr. old (with out parent)

Business Information: Gold Coast Gymnastics, Inc.

1420 Rupp Lane Lake Worth, Fl. 33460 561-585-2700

Gold Coast Gymnastics, Inc. 14,000 Sq. ft training facility located in Lake Worth, and was established in 1974. We teach children from walking to college students in the sport of gymnastics. We train on all Olympic events for men and women. We also teach Pre school and school age gymnastics, tumbling, cheerleading and have successful competitive teams. Our instructors are members of USA Gymnastics (The governing body for Gymnastics). They are safety certified, First Aid and CPR trained. Gold Coast staff is trained to be movement and gymnastics specialists.

<u>Instructor</u>: Mrs. Jill Rojas is the Director at Gold Coast Gymnastics, Inc. She has been teaching the sport of gymnastics for 21 years. She coaches the girl's competitive team, instructor for pre school and school age classes, teaches outreach/satellite programs at various locations in Palm Beach County. Mrs. Rojas is a highly motivated and enthusiastic instructor. She enjoys working with children and parents to educate them in the sport and fun of gymnastics.

Class Information: Parent assist class Ages 1-2. Children and parents will learn together in this class. Parents will assist children learn gymnastics concepts such as jumping, hopping, rolling, over under, sideways and many more exciting gymnastic themed lesson plans. In the beginning of the class there will be circle time. This consists of attendance/roll call, stretching activities, musical warm-ups, parent assisted activities. Second and third parts of the class time are devoted to tumbling on the panel mats, the obstacle course and hand/eye/foot coordination stations. The conclusion of the class ends with goodbye and stamps for all.

<u>3 & 4 year olds</u> attend this class with out assistance. They will work harder gymnastics skills taught to their ability/age level. The same lesson plans/concepts will be taught as in the parent class. Skills will increase to their ability. We are building self-confidence, self-esteem and motor skills through fitness and fun.

Equipment: <u>Provided by West Boynton:</u> 8 folding blue panel mats, 2 red folding mats, incline, stairs, 5 section segmented tunnel, large & small round circle, donut tunnel, small hill, segmented balance beam, trapezoid, safety skill mat and numerous items from the closet.

Provided by Gold Coast: Music, stamps, lummi sticks, bean bags, cartwheel mat, shapes, ladder, balance beam, trampoline, indoor bounce house, pre school bar, hula hoops, balance boards and many more items from Gold Coast Gymnastics. FUN-FUN-FUN ©

## **BACKGROUND INFORMATION**

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in <u>any</u> capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: Jill	Autumn		Rojas	
FIRST	MIDDLE		U LAS	ST
Other names you have used in the p	ast (including maid	en names and nic	knames):	
	White			
DATE OF BIRTH: 1974	Aug	29 DAY	-	
YEAF	R MÖNTH	DAY	•	
RACE: (PLEASE CIRCLE)	Black	White	Asian	
	Alaskan Native	Unknown		
SEX: (PLEASE CIRCLE)	Male	Female		
SOCIAL SECURITY NUMBER				
•				
ADDRESS: 1374 Pin	etta Ciri	de		
			APT#	
CITY: Wellington	STATE:	(,		
CITY: Wellington ZIP CODE: 33414		何	MT EREIT	



## PALM BEACH COUNTY

Attachment E Page 1 of 2

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

which service(s) are	you interested in providing? Gym	nastics
**************************************		
List prior work exper	ience in providing this service:	
<u>Dates</u>	Agency/Company	Representative
(A). Current	Gold Coast Gymnastics	Chris White
Scope of Work		Contact #
Teach gum	nastics	<u></u>
7410		
Dates	Agency/Company	Dominion
B).	City of Mart Dalm Road	<u>Representative</u>
<u> </u>	wind for the blade to Pe	Callor
π	sward Park, Vedado Park	) SOWTH UNIVE
·		
		<u>Contact #</u>
Scope of Work		

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Scope of		( 0			<u>Cont</u>	act #
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List any licenses	s/certification/ed	lucation von ha	ve complet	ed relevant i	o providing	hic corn
		andulion jou na	ve complete	cu i cic vant i	to broviding	шіэ эсі у
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<u>Dates</u>	<u>Lic</u>	ense/certificatio		1	Location/Ins	<u>tructor</u>
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					СОМ	PANIES AFFO	RDING COV	ERAG	E
insi	Sports, Leisure & Enterta	ainment RPG		INS	urer a: Nationw	ide Mutual II	nsurance (	Comp	anv
	D/B/A Gold Coast Gymn	astics Inc.			JRER B.				
	1420 Rupp Lane		*	INS	JRER C:				
	Lake Worth, FL 33460			INSU	JRER D:				
CO	VERAGES			INSL	JRER E:				
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٠	CLAIMS MADE X OCCUR	FWC0000003177000	11/8/200		12:01 AM 11/8/2008	FIRE DAMAGE(A	ny one fire)	s	300,000
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						PERSONAL & AD		\$	1,000,000
	GEN'L AGGREGATE MLIMIT APPLIES PER:					GENERAL AGGR		\$	2,000,000
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۸	AUTOMOBILE LIABILITY					Participant Legal L		,	1,000,000
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	ANY AUTO					OTHER THAN	ACCIDENT	\$	
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4								\$	
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оса	tion(s): 1420 Rupp Lane, La	ake Worth El 33460							
100	,000 Defense cost reimburs	ement for abuse/molect	ation claims	incli	ıded.				
יוו וכ	ficate Holder is listed as an . IFICATE HOLDER	Additional Insured.							į
	OATE HOLDER		CANCE	LLAT	ION				
alm '00	Beach County Board of Co 6 th Avenue South Worth, FL 33461	mmissioners		O THE ( IO OBLI	THE ABOVE DESCRIB THE ISSUING INSUR CERTIFICATE HOLDER GATION OR LIABILITY				

AUTHORIZED REPRESENTATIVE

561-966-6600

## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

## APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Jill Autumn Roigs	
	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)	
<del></del>		707.01(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
		787.04(3)	
		707.01(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		790.115(1)	child at a custody hearing or delivering the child to the designated person
		790.115(2b)	exhibiting firearms or weapons within 1,000 feet of a school
		750.115(20)	possessing an electric weapon or device, destructive device, or other weapon on
		794.011	school property
		794.011	sexual battery
	Chapter		prohibited acts of persons in familial or custodial authority (former)
	Section		prostitution
	Chapter		lewd and lascivious behavior
	Chapter	000 00 <i>C</i> 01	lewdness and indecent exposure
	Chantan	800.01	arson
	Chapter	812 817 562	felony theft and/or robbery
	Section Chapter 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
<del></del>	, i	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
		006.100	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 Section 847.05(1)	obscene literature
Section 847.03(1)	encouraging or recruiting another to join a criminal gang
	drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor
Section 985.4045	sexual misconduct in juvenile justice programs
planation: (Provide details of any items in	nitialed above. Attach another sheet if necessary.)
cription	
	<u>Dates</u>
·	
above statements are true and comple	te to the best of my knowledge. INITIAL:
By signing this section, I affirm guilty or nolo contendere (no charges under the provisions of	the to the best of my knowledge.  INITIAL:  In that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another I do not have a delinquency record that is similar to any of these
By signing this section, I affirm guilty or nolo contendere (no contarges under the provisions of jurisdiction. I also affirm that	n that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing f the Florida Statutes or under any similar statute of another I do not have a delinquency record that is similar to any of these
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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001390

DATE : 09/02/2008

## CONTRACT INFORMATION Active

PALM01681008523200C

Certificate of Insurance

NAME :

PBC OFFICIALS ASSN.,

VENDOR CODE:

PALM0168

INSTRUCTOR:

ADULT FLAG FOOTBALL

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

FLAG FOOTBALL

CONTRACT DATE :

08/29/2008

START DATE :

10/01/2008

END DATE :

12/14/2008

CONTRACT AMOUNT :

1,794.00 REVENUE AMOUNT:

1,794.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,794.00 AMOUNT LEFT :

1,794.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

23.00 GAME

RECREATION SER	RVICES	
ACCOUNT: 0001-580- 5232 -3422	CONTRACT: 016810 085232/	poc
MC: AH PS: AC FSS: NO CC:	CA: a PA. DD:	( M)

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

This Agreement is made as of the **29** day of **Quay**, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Palm Beach County Officials Association</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>October 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>December 14, 2008</u>
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$350.00 per team. Revenue Account No. 0001-580- 4721-04 (\$300.00 registration fee) and 0001-580-5232-4729-02 (\$50.00 light fee).

### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Thousand Seven Hundred Ninety Four Dollars. (\$1,794.00). 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 biweekly 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 \$23.00 per- game or ______% of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Adult Flag Football Referee
- b. Name of class or activity: Adult Flag Football League
- c. Day(s)/Date(s) Scheduled: Wednesday, October 1, 2008 Wednesday, December 10, 2008
- d. Time Scheduled: <u>7pm</u>, 8pm and 9pm
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>6</u> and a maximum of <u>8</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity

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

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

### 9. Performance:

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

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

Carlos Morales PH: (561) 694-5455

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

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

and if sent to the CONTRACTO	OR shall be mailed to:		1 4	ר
CONTRACTOR'S Name:	PAIN BEAGE COUR	MY OFFICE	IPS ASSOCIATION	
CONTRACTOR'S Address:	1320 Fishers	PIACE	Greensenes, Ft :	33413
CONTRACTOR'S Phone No.	56/-684-20	010		
Remedies: This Agreement shall be	he governed by the laws of the St	toto of Florida	Any local action recessor to	_

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

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

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

PALM BEACH COUNTY WITNESS	
Many E Boalo.	PALM BEACH COUNTY
Nancy E. Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	
CONTRACTOR WITNESS	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
Clafe	INDEPENDENT CONTRACTOR
Carlos Morales	SIGNATURE SIGNATURE
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne Idelant

CERTIFICATE OF INSURANCE				
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783	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 POLICY BELOW.			
INSURED	INSURERS AFFORDING COVERAGE			
National Association of Sports Officials (NASO)	INS. A: Philadelphia Indemnity Insurance Company			
2017 Lathrop Ave.	INS. B: St. Paul Fire & Marine Insurance Company			
Racine, WI 53405	INS. C:			
PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PL GREENACRES, FL 33413				
	CERT NUMBER: 1000558683			

**COVERAGES** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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 CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		D COMBINOR OF COOL			71101111 1171 1171 1171 1171 1171 1171	
INS	POLICY	·	POLICY	POLICY		
LTR	TYPE	POLICY NUMBER	EFFECTIVE	EXPIRATION	LIMITS	
					General Aggregate	2,000,000
	GL	PHPK260717	09/30/2007	09/30/2008	Products-Completed Operations Aggregate	2,000,000
l a l		111111230717			Personal and Advertising Injury	1,000,000
^			12:01 a.m.	12:01 a.m.	Each Occurrence	1,000,000
1 1					Damage to Premises Rented to You (Any One Premises)	100,000
					Medical Expense Limit (Any One Person)	None
	·					
					General Aggregate	2,000,000
	UMB	QK06501432	09/30/2007	09/30/2008	Products-Completed Operations Aggregate	2,000,000
В					Each Occurrence	2,000,000
-			12:01 a.m.	12:01 a.m.		
1 1			l	i		ł

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

- Other Named Insured: Member local associations that have paid the appropriate premium and have been endorsed to the policy, but only while acting in their capacity as officials' associations including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge and skills. Coverage shall include officers, directors, and committee members of the local associations.

  The Umbrella policy contains a Self Insured Retention of \$10,000.
- The Umbrella Policy Self Insured Retention applies only when Bodily Injury, Property Damage, Personal Injury or Advertising Injury are not covered by either any Scheduled Underlying Insurance or any scheduled retained limit, and caused by any one occurrence.
- Coverage is effective September 30, 2007.
- The certificateholder shall be an additional insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured Designated Person or Organization effective September 30, 2007.

## CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 6TH AVE SOUTH LAKE WORTH, FL 33461

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE** 



POLICY NUMBER: PHPK260717

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART** 

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Palm Beach County Board of County Commissioners,
a Political Subdivision of the State of Florida, its Officiers,
Employees and Agents
2700 6th Avenue South
Lake Wonta, FL 33461

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- **B.** In connection with your premises owned by or rented to you.

3691 Oswego Avenue West Palm Beach, FI 33409 Ph (561) 694-5455 Fax (561) 233-1414

# **Westgate Park & Recreation Center**

# Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

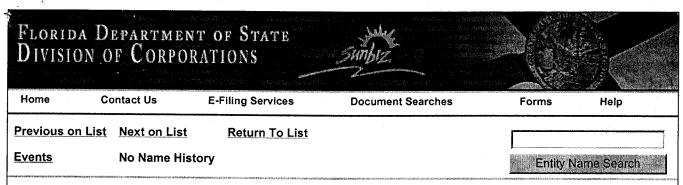
**Date:** August 15, 2008

Re: Referee – Scope of Services

Palm Beach County Officials Association

The Palm Beach County Officials Association will be officiating Adult Flag Football beginning Wednesday, October 1, 2008 thru Wednesday, December 10, 2008 from 7:00 pm to 9:00 pm.

This organization has refereed Adult Flag Football for Westgate Park & Recreation Center in the Fall of 2007 and the Spring of 2008.



### **Detail by Entity Name**

### Florida Non Profit Corporation

PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.

### Filing Information

**Document Number** N32470

FEI Number

05/24/1989

Date Filed

FL

State

ACT

Status

ACTIVE

Last Event

REINSTATEMENT 06/11/1998

Event Date Filed 06/11/2
Event Effective Date NONE

### Principal Address

1320 FISHERS PLACE GREENACRES FL 33413 US

Changed 03/06/2008

### **Mailing Address**

1320 FISHERS PLACE GREENACRES FL 33413 US

Changed 03/06/2008

### Registered Agent Name & Address

PALM BEACH COUNTY OFFICIALS ASSN, INC. 1320 FISHERS PLACE GREENACRES FL 33413 US

Name Changed: 01/26/2007

Address Changed: 07/02/2008

### Officer/Director Detail

### Name & Address

Title P

BLACK, RUSS 1320 FISHERS PLACE GREENACRES FL 33413

Title VP

FRANCIS, JOSEPH 1934 MONKS COURT WEST PALM BEACH FL 33415 Title TD

SOTOLOFF, STEVEN 10473 LAKE VISTA CIRCLE BOCA RATON FL 33498

Title S

GUILIANI, EDWARD 1109 GREEN PINE BLVD., APT. E-1 WEST PALM BEACH FL 33409

Title ASRD

GERSHBERG, LESLIE 5960 BANANA ROAD WEST PALM BEACH FL 33413

Title ASRD

GOLDENBERG, LEON 3038 QUANTUM LAKES DRIVE BOYNTON BEACH FL 33426

### **Annual Reports**

### **Report Year Filed Date**

**Document Images** 

2006

01/12/2006

2007 2008 01/26/2007

2008 07/02/2008

07/02/2008 ANNUAL REPORT	View image in PDF format
01/26/2007 ANNUAL REPORT	View image in PDF format
01/12/2006 ANNUAL REPORT	View image in PDF format
03/19/2005 ANNUAL REPORT	View image in PDF format
03/28/2004 ANNUAL REPORT	View image in PDF format
01/17/2003 ANNUAL REPORT	View image in PDF format
03/23/2002 ANNUAL REPORT	View image in PDF format
01/16/2001 ANNUAL REPORT	View image in PDF format
01/19/2000 ANNUAL REPORT	View image in PDF format
02/24/1999 ANNUAL REPORT	View image in PDF format
<u>06/11/1998 REINSTATEMENT</u>	View image in PDF format
03/19/1996 ANNUAL REPORT	View image in PDF format

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

Previous on List Next on List

Return To List

**Events** 

No Name History

Entity Name Search

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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001391

DATE: 09/02/2008

13

## CONTRACT INFORMATION Active

AND1095381008530500C

Certificate of Insurance

NAME :

ANDIO, KATHY

VENDOR CODE:

AND109538

INSTRUCTOR:

WATER EXERCISE INSTRUCTOR

ACCOUNT NUMBER :

0001-580-5305-00-3422

LOCATION:

NORTH COUNTY AQUATIC COMPLEX

PROGRAM:

WATER EXERCISE

CONTRACT DATE :

08/29/2008

START DATE :

10/01/2008

END DATE :

09/30/2009

CONTRACT AMOUNT :

2,500.00 REVENUE AMOUNT:

2,500.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

2,500.00 AMOUNT LEFT :

2,500.00

ASSIGNED CATEGORIES:

WATER EXERCISE

0.70 Pct

	AQUATICS	
ACCOUNT: 0001-580- 5305 -3422 VE	NDOR CODE:	CA: 7.00 DD: OHL
MCOA PS:	FSS: V CC: V	CA: J. DD: DHL

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

This Agreement is made as of the **29** day of **Que**, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Kathy Andio</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>October 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2009</u>
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$3.00 per 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 <a href="Two Thousand Five Hundred">Two Thousand Five Hundred</a> Dollars (\$2,500). 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 _70_\% of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Water Exercise Instructor
- b. Name of class or activity: <u>Water Exercise Program</u>
- c. Day(s)/Date(s) Scheduled: <u>Tuesdays</u>
- d. Time Scheduled: <u>10:45 am 11:45 am</u>
- e. Location: North County Aquatic Complex, Jupiter FL
- f. A minimum of <u>5</u> and a maximum of <u>60</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with <u>14</u> days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

  <u>Jennifer Anglin, Aquatic Program Coordinator</u>
  PH: <u>561-966-6632</u>
- 12. <u>Indemnification</u>: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
- 13. **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 Aquatics
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and	ΙŤ	sent	to	the	CON	TR	ACT	OR	shall	be	mailed	to:

CONTRACTOR'S Name: Kath	y Andio				•		
CONTRACTOR'S Address: 32	10 Meridian Way	S #15 ~	Palm E	<u>Beach</u>	Gardens,	FL	33410
CONTRACTOR'S Phone No.	561.627.1386						

CONTRACTOR'S Phone No. 561.627.1386

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. 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. <u>Entirety of Contractual Agreement:</u> The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS	
SIGNATURE & Baile	PALM BEACH COUNTY
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
CONTRACTOR WITNESS	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITHLISS	
anes ladio	INDEPENDENT CONTRACTOR
James Andio	Karbleen andio SIGNATURE
NAME (TYPE OR PRINT)	Kallan Andin I law Everin
	Kathleen Andio, Water Exercise NAME & TITLE (TYPE OR PRINT) Instructor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

One of Legal

### SCOPE OF SERVICES

### **Exhibit A**

## The basic requirements for the Water Exercise Instructor (CONTRACTOR) are as follows:

### A. Scope of Work

The CONTRACTOR has the responsibility of preparing the programs for Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

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

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

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager=s arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone classes when conditions are unsafe.

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

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

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

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

CONTRACTOR will provide the facility manager with 14 days notice of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

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

CONTRACTOR will obtain approval from the facility manager for all activities other than permitted class times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

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

### A. Use of Premises

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

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

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

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR=S responsibility to maintain clean and orderly storage areas that have been allocated for the Water Exercise program.

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

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

### B. Personnel

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

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

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

### C. Program Fees & Charges

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

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

### D. Payments To Contractor

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

### F. Aquatic Chain Of Command

North County Pool Manager – Office: (561) 745-0839

Aquatic Program Coordinator – Jennifer Anglin

Office: (561) 966-6632 Cell: (561) 389-8531

Aquatics Supervisor – Laurie Schobelock

Office: (561) 966-6629

Aquatics Division Director- Dave Lill Office: (561) 966-6630



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Kathleen Andio Sex F Race W
Date of Birth 5/6/54 Driver's License No.
Address 3210 Meridian Way S. #15
city Palm Beach Gardens state FL zip 33410
I, <u>Kathleen Cudis</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Kathleen Andio Date: 8/14/08
Print Name: Kathleen Andio Date: 8/14/08 Signature: Kathleen andio



# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	ovider/Sports Official	<b>-</b>
Which service(s) are you	interested in providing? Water E	xercise Classes
List prior work experien	ace in providing this service:	
<u>Dates</u>	Agency/Company	Representative
Sept 2006 -	NCAC, Jupiter	and the second s
(A). Sept 2006 - present	•	
Scope of Work		Contact #
•		Contact #
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Taught water	exercise classes	
Taught Water	exercise classes  Agency/Company	<u>Representative</u>
	Agency/Company	Representative  Karen Partane
<u>Dates</u> (B).	Agency/Company Palm Bch Grans	
<u>Dates</u> (B).	Agency/Company	
<u>Dates</u> (B).	Agency/Company Palm Bch Grans	
<u>Dates</u> (B).	Agency/Company Palm Bch Grans	
Dates (B). 2000 - 2006  Scope of Work	Agency/Company Palm Bch Grans	Karen Partane

<u>Dates</u>	Agency/Company	Representative
(C). 1995-2000	NCAC	Dennis Conne
Scope of Work		Contact #
Taught Water e	exercise	
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·	cation/education you have completed r	
List any licenses/certific <u>Dates</u> 2007 - 2009	License/certification/education	Location/Instructor
<u> Dates</u> 2007 - 2009	License/certification/education	Location/Instructor
Dates 2007-2009 1/04 - 11/08	License/certification/education  Aquatic Exercise Assoc.  American Council on Exer	Location/Instructor
<u> Dates</u> 2007 - 2009	License/certification/education	Location/Instructor
Dates 2007-2009 1/04 - 11/08	License/certification/education  Aquatic Exercise Assoc.  American Council on Exer	Location/Instructor
Dates 2007-2009 1/04 - 11/08	License/certification/education  Aquatic Exercise Assoc.  American Council on Exer	Location/Instructor
Dates  2007-2009  1/04 - 11/08  10/06-10/08  Are you or any of your	License/certification/education  Aquatic Exercise Assoc,  American Council on Exer  CPR - Am. Heart Assoc  employees related to anyone employees	Location/Instructor
<u>Dates</u> 2007-2009 1/04 - 11/08 10/06-10/08	License/certification/education  Aquatic Exercise Assoc,  American Council on Exer  CPR - Am. Heart Assoc  employees related to anyone employee ment?	Location/Instructor

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INSURANCE COMPANY

26255 American Drive, Southfield MI 48034-2438 Tel: (800) 482-2728

### **MASTER POLICY** CERTIFICATE OF INSURANCE

First Named Insured and Address:
Sports and Fitness Insurance Purchasing Group Association
212 Key Drive, Ste. A

Madison, MS 39110-7361

Master Policy Number:

GL0376944

Master Policy Period:

From: 06/01/2007

To: 06/01/2009

12:01 A.M. Standard Time at the Named Insured's Address

Certificate Holder and Alddress: KATHY ANDIO 3210 MERIDIAN WAY S. # 5 PALM BEACH GARDENS, I'L 33410

Certificate Number:

GL0382279

Program Manager: Sports and Fitness Insurance P.O. Box 1967

Madison, MS 39130

Certificate Holder's Policy Period:

From: 09/01/07

To: 09/01/08

12:01 A.M. Standard Time at the Named Insured's Address

The certificate holder name: herein is added as an insured to the Master Policy as of the Certificate effective date shown above. This certificati: does not extend or change the insurance provided by the Master Policy shown above. The insurance described in this Certificate is subject to all terms, conditions, provisions and exclusions of the Master Policy shown above. The limits of liability shown in Section I and Section II below apply during the certificate holder's policy period regardless of the number of insureds under the Master Policy.

This Certificate of Insurance does not state all the terms, conditions and exclusions of the Master Policy. A complete copy of the Master Policy will be provided upon request and is available for review and inspection. For this and any other questions please contact: Sports & Fitness insurance ~ (800) 844-0536

Business Description: Personal Trainers

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THE

## SECTION I COMM RCIAL PROPERTY COVERAGE PART:

DESCRIPTION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

INSURANCE AT THE PREMISES DESCRIBED IN SECTION FOR THE SCHEDULE APPLIES ONLY FOR COVERAGES WHIERE A LIMIT OF INSURANCE IS SHOWN.

LIMITS OF INSURANCE:

LIMITS

Contents \$ 0.00
Glass \$ 0.00
Sign \$ 0.00
Business Interruption \$ 0.00

Total Property Premium

\$ 0.00

### SECTION II COMMERCIAL CRIME PART:

DESCRIPTION OF ALL PREMISES YOU OWN, RENT OR OCCUPY: Refer to Section I of the Schiedule below.

INSURANCE AT THE PREMISES DESCRIBED IN SECTION ( OF THE SCHEDULE APPLIES ONLY FOR COVERAGES WHERE A LIMIT OF INSURANCE IS SHOWN.

LIMITS OF INSURANCE:

**LIMITS** 

**Employee Theft** 

\$ 0.00

\$ 0.00

**Total Crime Premium** 

\$ 0.00

## SECTION III COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CLASSIFICATIONS: Refer to Section II of the Schedule below.

INSURANCE FOR THE CLASSIFICATIONS DESCRIBED IN SECTION II OF THE SCHEDULE APPLIES ONLY FOR COVERAGES WHERE A LIMIT OF INSURANCE IS SHOWN.

### LIMITS OF INSURANCE:

General Aggregate Limit (Other than Products - Completed Operations)	
Products - Completed Operations Aggregate Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Personal and Adve tising Injury Limit	\$ 500,000
Medical Expense Limit, any one person	\$ 500,000
Fire Damage Limit, any one fire	\$ Excluded
Employee Benefits _iability	\$ 100,000
Hired and Non-Owr ed Auto Liability	\$ No Coverage
	\$ No Coverage

Total General Liability Premium \$ 150.00

See the attached Schedulle of forms and endorsements that form a part of this policy.

### SCHEDULE

## SECTION I - DESCRIPT ON OF PREMISES

All premises you own, runt or occupy:
3210 MERIDIAN WAY S. # 5, PALM BEACH GARDENS, FL, 33410

## SECTION II - CLASSIFIC TIONS

Classification Code	Basis ·	Rate	Premium	Additional Expense	
49950-Additional Insured 44315-Commercial General Liability	Each		25.00	Additional Exposure	Premiun \$ \$
		\$		\$ \$ \$	

Issued Date: 09/20/2007

Authorized Signature Synne a. Sunow

45 50 IL 06 06

Star Insurance Company

Page 3 of 3

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY** CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies in surance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

ALM BEACH COUNTY	BOARD OF, COL	INTY COM	MISSIONERS,	2700 6TH	VE. S., LAKE	WORTH, FL	, 33461
						4	
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Section II — Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Echedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## 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:	Kathleen S. Andio	
	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 bettern aggressed by
		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
		battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
	782.04	murder
	782.07	
		manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	
	784.011	killing an unborn child by injury to the mother
<del></del>	784.021	assault, if the victim of offense was a minor
	784.03	aggravated assault
		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
	<b>707</b> 0.440	pending custody proceedings
<del></del>	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)
·	1	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
		fraudulent sale of controlled substances is the second as
	825.102	fraudulent sale of controlled substances, if the offense was a felony
	825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
<del></del>	V#011V#0	lewd or lascivious offenses committed upon or in the presence of an elderly
	825.103	person or disabled adult
	ULJ. IUJ	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 Section 847.05(1)	obscene literature
Chapter 893	encouraging or recruiting another to join a criminal gang
	drug abuse prevention and control only if the offense was a felony or if any othe person involved in the offense was a minor
Section 985.4045	sexual misconduct in juvenile justice programs
Evaluation (D. 11)	
Explanation: (Provide details of any items in	itialed above. Attach another sheet if necessary.)
Description	
	<u>Dates</u>
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The above statements are true and complete	e to the heat of well at
are true and complete	e to the best of my knowledge. INITIAL:
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by signing this section, I affirm	that I have not been charged, found guilty or entered a plea of
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offenses.	i de day of these
Kathleen Clube	5 8/14/08
Applicant's Signature	
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	<u>OR</u>
Projection 41:	
By signing this section, I declare	that my record may contain one or more of the foregoing
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001392

DATE: 09/03/2008

### **CONTRACT INFORMATION** Active

VANC00061008530500J

Certificate of Insurance

NAME :

VANCOPPENOLLE, STEVE

VENDOR CODE:

VANC0006

INSTRUCTOR:

WATER EXERCISE INSTRUCTOR

**ACCOUNT NUMBER:** 0001-580-5305-00-3422

LOCATION:

NORTH COUNTY AQUATIC COMPLEX

PROGRAM:

WATER EXERCISE

CONTRACT DATE :

08/26/2008

START DATE :

10/01/2008

END DATE :

09/30/2009

CONTRACT AMOUNT :

20,000.00 REVENUE AMOUNT:

20,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

20,000.00 AMOUNT LEFT :

20,000.00

ASSIGNED CATEGORIES:

WATER EXERCISE

0.70 Pct



### Department of Parks and Recreation

2700 6th Avenue South Lake Worth, FL 33461 (561) 966-6600 Fax: (561) 966-7050 www.pbcparks.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 rmative Action Employe

### 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:

August 26, 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 Water Exercise program which represents total annual dollars in excess of the Director's approval authority.

Steve VanCoppenolle, Water Exercise Instructor, North County Aquatic Complex \$20,000.00

Please execute the attached contract.

Thank you.

	AQUATICS	
ACCOUNT: 0001-580- 5305 -3422	CODE: CON	TRACT:
MC: ACA PS: FSS:	Ne cc:	CA: GIPL DD: DAL

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

This Agreement is made as of the **26** day of **300**, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Steve VanCoppenolle</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2008</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2009</u>
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$3.00 per Revenue Account No. 0001-580-305-4724-02

### 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 <a href="Twenty Thousand">Twenty Thousand</a> Dollars (\$20,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$ N/A or 70 % of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Water Exercise Instructor
- b. Name of class or activity: <u>Water Exercise/Joint Rejuvenation</u>
- Day(s)/Date(s) Scheduled: <u>Tuesday through Saturday</u>
- d. Time Scheduled: 9:30 a.m. 12:00 noon and 6:00 p.m. 7:00 p.m.
- e. Location: North County Aquatic Complex 861 Toney Penna Drive, Jupiter, FL 33458
- f. A minimum of <u>5</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with <u>14</u> days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

Jennifer Anglin, Aquatic Program Coordinator	PH: 561-966-6632	
Dominio 7 (1911), 7 (qualio 1 Togram Coordinato)	111. 001-000-0002	

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

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

and if	sent to	the C	ONTRA	ACTOR	shall be	mailed	to:

CONTRACTOR'S Name: Steve	e VanCoppenolle
CONTRACTOR'S Address: 123	Bent Tree Dr. Palm Beach Gardens, FL 33418
CONTRACTOR'S Phone No	561 626 0739

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

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

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

PALM BEACH COUNTY WITNESS  SIGNATURE  SIGNATURE	PALM BEACH COUNTY
NAME (TYPE OR PRINT)  REALE  NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS  SIGNATURE  O	INDEPENDENT CONTRACTOR  JOHN John Miller  BIGNATURE
NO PRINT)	Stephen () - An Comenalle NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

### **SCOPE OF SERVICES**

**Exhibit A** 

## The basic requirements for the Water Exercise Instructor (CONTRACTOR) are as follows:

### A. Scope of Work

The CONTRACTOR has the responsibility of preparing the programs for Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

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

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

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager=s arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone classes when conditions are unsafe.

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

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

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

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

CONTRACTOR will provide the facility manager with 14 days notice of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

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

CONTRACTOR will obtain approval from the facility manager for all activities other than permitted class times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

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

### A. Use of Premises

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

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

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

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR=S responsibility to maintain clean and orderly storage areas that have been allocated for the Water Exercise program.

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

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

### B. Personnel

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

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

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

### C. Program Fees & Charges

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

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

### D. Payments To Contractor

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

### F. Aquatic Chain Of Command

North County Pool Manager – Office: (561) 745-0839

Aquatic Program Coordinator - Jennifer Anglin

Office: (561) 966-6632 Cell: (561) 389-8531

Aquatics Supervisor – Laurie Schobelock

Office: (561) 966-6629

Aquatics Division Director- Dave Lill Office: (561) 966-6630



# Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number _
Full Name (print) Stephen D. An Coppenble Sex M Race White  Date of Birth 11-21-56 Driver's License No.
Address 123 Bent Tree Drive
city falm Beach Gardens State F1 zip 33418
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages of 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 coolicies and procedures and state and federal law.  Print Name:  Date: 8-21-08  Signature:



# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS

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(C).	Agency/Company	<u>Representative</u>
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Are you or any of your end Recreation Departm	employees related to anyone employeenent?	es, Assoc. Boynton Beac



26255 American Drive, Southfield MI 48034-2438 Tel: (800) 482-2726

### MASTER POLICY CERTIFICATE OF INSURANCE

First Named Insured and Address: Sports and Fitness Insurance Purchasing Group Association 212 Key Drive, Ste. A Madison, MS 39110-7361

Master Policy Number:

GL0376948

**Master Policy Period:** 

From: 06/01/2007

To: 06/01/2009

12:01 A.M. Standard Time at the Named Insured's Address

Certificate Holder and Address: STEPHEN VANCOPPENOLLE 123 BENT TREE DRIVE PALM BEACH GARDENS, FL 33418

Certificate Number:

GL0382280

Program Manager:

Sports and Fitness Insurance P.O. Box 1967 Madison, MS 39130

Certificate Holder's Policy Period:

From: 09/01/07

To: 09/01/08

12:01 A.M. Standard Time at the Named insured's Address

The certificate holder name: herein is added as an insured to the Master Policy as of the Certificate effective date shown above. This certificate does not extend or change the insurance provided by the Master Policy shown above. The insurance described in this Certificate is subject to all terms, conditions, provisions and exclusions of the Master Policy shown above. The limits of liability shown in Section I and Section II below apply during the certificate holder's policy period regardless of the number of insureds under the Master Policy.

This Certificate of Insurance does not state all the terms, conditions and exclusions of the Master Policy. A complete copy of the Master Policy will be provided upon request and is available for review and inspection. For this and any other questions please contact: Sports & Fitness Insurance – (800) 844-0536

Business Description: Personal Trainers

IN RETURN FOR THE PLYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THE MASTER POLICY.

### SECTION I COMME! CIAL PROPERTY COVERAGE PART:

DESCRIPTION OF ALL I REMISES YOU OWN, RENT OR OCCUPY: Refer to Section I of the Schildule below.

INSURANCE AT THE PREMISES DESCRIBED IN SECTION I OF THE SCHEDULE APPLIES ONLY FOR COVERAGES WHE RE A LIMIT OF INSURANCE IS SHOWN.

LIMITS OF INSURANCE;

**LIMITS** 

\$ 0.00

Contents Glass

\$ 0.00

Sign

\$ 0.00

**Business Interruption** 

\$ 0.00

**Total Property Premium** 

\$ 0.00

### SECTION II COMME! CIAL CRIME PART:

DESCRIPTION OF ALL FREMISES YOU OWN, RENT OR OCCUPY:

Refer to Section I of the Schi dule below.

INSURANCE AT THE PREMISES DESCRIBED IN SECTION I OF THE SCHEDULE APPLIES ONLY FOR COVERAGES WHERE A LIMIT OF INSURANCE IS SHOWN.

LIMITS OF INSURANCE:

LIMITS

**Employee Theft** 

\$ 0.00

\$ 0.00

**Total Crime Premium** 

\$ 0.00

### SECTION III COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CLASSIFICATIONS: Refir to Section II of the Schedule below.

INSURANCE FOR THE CLASSIFICATIONS DESCRIBED IN SECTION II OF THE SCHEDULE APPLIES ONLY FOR CO'/ERAGES WHERE A LIMIT OF INSURANCE IS SHOWN.

**POLICY NUMBER:** 

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies in turance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

PALM	BEACH C	DUNTY B	OARD OF, C	OMMISSION	ERS STA	ATE OF	FLORIDA,	2700 6TH	AVE. S	
	AKE WOR	1 M. FL, 3	3461							
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Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

### LIMITS OF INSURANCE:

General Aggregate it imit (Other than Products - Completed Operations)	\$ 3,000,000
Products - Completed Operations Aggregate Limit	\$ 3,000,000
Each Occurrence Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Medical Expense Limit, any one person	\$ Excluded
Fire Damage Limit, any one fire	\$ 100,000
Employee Benefits I lability	\$ No Coverage
Hired and Non-Owned Auto Liability	\$ No Coverage

Total General Liability Premium \$ 220.00

See the attached Schedule of forms and endorsements that form a part of this policy.

### **SCHEDULE**

### SECTION I - DESCRIPT ON OF PREMISES

All premises you own, rent or occupy:

123 BENT TREE DRIVE, F'ALM BEACH GARDENS, FL, 33418

### SECTION II - CLASSIFIC ATIONS

Classification Code	Basis	Rate		Premium	Additional Exposure	Premium
49950-Additional Insured	Each	25.00	\$	25.00		\$
44315-Commercial General Liability	•	inci,	\$	195.00		\$
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Issued Date: 09/20/2007

Authorized Signature: Symm. a. Suncon

Addition 23d Orginaturo.

## 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 discapplification or termination.

APPLICANT:

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 Sections	393.135 394.4593 415.111 741.30	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
		782.04	murder
		782.07	
		702.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or
		782.071	aggravated manslaughter of a child vehicular homicide
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		784.011	killing an unborn child by injury to the mother 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
	· · · · · · · · · · · · · · · · · · ·	787.04(3)	pending custody proceedings carrying a child beyond the state lines with criminal intent to avoid producing a
		790.115(1)	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
<del></del>			possessing an electric weapon or device, destructive device, or other weapon on school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter Section		lewdness and indecent exposure
	Chapter		arson
	Sections		felony theft and/or robbery
		817.363 825.102	fraudulent sale of controlled substances, if the offense was a felony
		825.102 825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	•	043.1023	lewd or lascivious offenses committed upon or in the presence of an elderly
· <del></del>	;	825.103	person or disabled adult exploitation of disabled adults or elderly persons, if the offense was a felony
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	826.04	incest		
	827.03	child abuse, aggravated	child abuse, or neglect of a child	
	827.04		quency or dependency of a child	
	827.05	negligent treatment of c		
·	827.071	sexual performance by a		
<del></del>	843.01	resisting arrest with viol	ence	
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<del></del>	. Chapter 099	person involved in the o		a leiony of it any our
	Section 985.4045	sexual misconduct in ju		
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Explanation: (Pro	ovide details of any items i	nitialed above. Attach another	heet if necessary.)	
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charges	inder the provisions	of the Floride Statutes of	ne adjudication, to any of the	e totegoing
inmindiation	ander the provisions	of the Florida Statutes of	r under any similar statute o	of another
Jurisaicue	on. I also affirm tha	those not have a delingu	ency record that is similar t	o any of these
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and true v	with regard to any of	f the above charges unde	er the provisions of the Flori	da Statutes or
under any	similar stature of a	nother jurisdiction.		
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