

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2008

[X] Consent [] Ordinance

[] Regular [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Independent Contractor Agreements received during the months of 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
I) 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)

Recommended by: [Signature] Department Director

9/15/08 Date

Approved by: [Signature] Assistant County Administrator

10/2/08 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>1,153</u>	<u>53,285</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(1,988)</u>	<u>(73,946)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(835)</u>	<u>(20,661)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

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

	Contractor	FY2008		FY2009	
		Revenue	Expense	Revenue	Expense
A	Modern Bujutsu Karate, Florida, Inc.	\$200	\$140	\$2,200	\$1,540
B	Jessica Doherty	\$595	\$417	\$6,548	\$4,583
C	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
H	Arthur Gibson	\$1,020	\$210		
I	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
M	Kathy Andio			\$3,572	\$2,500
N	Steve Vancoppenolle			\$28,572	\$20,000
	Totals	\$1,988	\$1,153	\$73,946	\$53,285

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

* Revenue included in item H
 ** Revenue included in item J

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

OFMB lg 9/25/08 9/28/08 9/24/08 9/28/08 9/29/08 Contract Development and Control

B. Legal Sufficiency:

This item complies with current County policies.

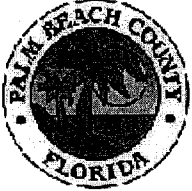
[Signature] 10/2/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

contract



Palm Beach County
Parks and Recreation Dept.

DATE : 08/22/2008

Contract Tracking System 0000001389

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

RECREATION SERVICES					
ACCOUNT: 0001 580 5204 3422	VENDOR CODE: VC000017633		CONTRACT: <u>BDJUTSU11763309085204B</u>		
MC: <u>SS</u>	PS:	FSS: <u>ck</u>	CC: <u>X</u>	CA: <u>A.P.H.</u>	DD:

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

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

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on September 4, 2008 and will meet thereafter with the termination date of this agreement being August 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$60 per session. Revenue Account No. 0001-580-5204-4721-09.

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of one thousand 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 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 70 % of the paid enrollment fees for the class or activity.

4. Specific Details:

- 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 of 4 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/8/08 *[Signature]*

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

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

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

Jason Wong

PH: (561) 966-7083

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

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

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

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

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

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

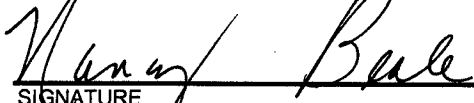
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

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


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

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

PALM BEACH COUNTY WITNESS

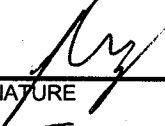

SIGNATURE
Nancy BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

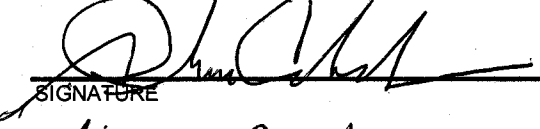

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS


SIGNATURE
Jason Wong
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR


SIGNATURE
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

<p>PRODUCER</p> <p>Grizzly Insurance Agency, LLC PO Box 5530 Breckenridge, CO 80424 800-207-6603</p>	<p>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.</p>	
<p>INSURED</p> <p>Modern Bujutsu Karate Florida, Inc. 13551 Northumberland Circle Wellington, FL. 33414</p>	<p>INSURANCE COMPANY AFFORDING COVERAGE</p>	<p>Capitol Specialty Corporation</p>

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

TYPE OF INSURANCE	Insurance Company	POLICY EFFECTIVE DATE	Term	LIMITS	
<p>GENERAL LIABILITY</p> <p>X <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p>X <input checked="" type="checkbox"/> Athletic Participants Coverage</p> <p>X <input checked="" type="checkbox"/> Landlords Additional Insured</p> <p>X <input checked="" type="checkbox"/> Includes Property Damage</p>	<p>Capitol Specialty Corporation Policy #CS218051</p>	<p>2/29/08</p>	<p>2/29/09</p>	<p>GENERAL AGGREGATE</p> <p>PRODUCTS AGGREGATE</p> <p>PERSONAL & ADV. INJURY</p> <p>EACH OCCURRENCE</p> <p>FIRE DAMAGE (Any One Fire)</p> <p>Deductible</p>	<p>\$2,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$100,000</p> <p>\$0</p>
<p>Accident Medical Insurance</p> <p>X <input checked="" type="checkbox"/> Students & Staff</p>	<p>Accident Carrier State Specific (Lloyds, American Sentinel/Aegis or QBE)</p>	<p>2/29/08</p>	<p>2/29/09</p>	<p>Total per Accident</p> <p>Deductible</p>	<p>\$100,000</p> <p>\$250</p>

Certificate Holders / Additional Insured's

<p>Town of Palm Beach 340 Seaview Ave. Palm Beach, FL. 33480</p>	<p>Township Comm. Assoc. 2424 Lyons RD Coconut Creek Fl., FL. 33063</p>	<p>PBC Board of Co. Commissioners 6000 Northtree BLVD. Boynton Beach, FL. 33463</p>
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Locations

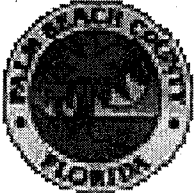
<p>340 Seaview Ave. Palm Beach FL. 33480</p>	<p>2424 Lyons Road Coconut Creek FL 33063</p>	<p>6000 Northtree BLVD. 6000 Northtree BLVD. FL. 33463</p>
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The Certificate Holder(s) is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

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

AUTHORIZED REPRESENTATIVE

Don Baldwin



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Martial Arts Instruction - Modern Bujutsu Karate Inc.
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Martial arts
Instruction

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 9/1996	Olympic Center	Mark Manuel
1997-Present	Township Club house	
1999-Present	Bryton Beach Recreation Center	

Scope of Work Martial Arts Instruction Contact #

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B)		

Scope of Work Contact #

(C).

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

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
5/28/1995	Shodan - Black Belt	Vineyard WJ. Mark Manuel
5/10/1998	Nidan - 2nd degree	Vineyard WJ. Mark Manuel
3/12/2005	Yodan - ho - 4 th degree	" " " "
12/12/04	Tashi -	" " " "

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

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number _____

Full Name (print) Alexis Cardona Sex M Race _____

Date of Birth 10/24/1968 Driver's License No. C635000683840

Address 13551 Northumberland Circle

City Wellington State FL Zip 33414

I, Alexis Cardona, 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: Alexis Cardona Date: 8/18/08

Signature: [Handwritten Signature]





**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Areli's Matos Cardona Sex F Race Hispanic
 Date of Birth 3/25/67 Driver's License No. C635-013-67-605-0
 Address 13551 Northumberland Circle
 City Wellington State FL Zip 33414

I, Areli's Matos Cardona, 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: Areli's Matos Cardona Date: 8/8/08

Signature: Areli's Matos Cardona



**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 complete name

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

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

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

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

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

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

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

INITIAL: JWC

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

Julis Mats-Corder
Applicant's Signature

8/9/08
Date

OR

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

Applicant's Signature

Date

**PALM BEACH COUNTY
PARKS AND RECREATION 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 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child |
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| _____ | Chapter 796 | prostitution |
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| _____ | Section 806.01 | arson |
| _____ | Chapter 812 | felony theft and/or robbery |
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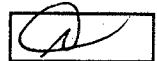
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

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

INITIAL:



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


Applicant's Signature

8/7/08
Date

OR

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

Applicant's Signature

Date

contract

2



Palm Beach County
Parks and Recreation Dept.

DATE : 08/22/2008

Contract Tracking System 0000001386

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 : 5,000.00 AMOUNT LEFT : 5,000.00

ASSIGNED CATEGORIES:

MOMMY AND ME 0.70 PCT

AQUATICS					
ACCOUNT: 0001-580-5254-3422		VENDOR CODE:		CONTRACT: <u>DOHERTY1198260908525400A</u>	
MC: <u>JCD</u>	PS:	FSS: <u>W</u>	CC: <u>TP</u>	CA: <u>DA</u>	DD:

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

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

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on September 11, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$85 per 6 week session Revenue Account No. 0001-580-5254-4721-09
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 \$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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Mommy and Me Instructor/Jessica Doherty
 - 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 5 and a maximum of 10 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/13/08

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

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

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

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

Director of 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. 561-218-9226

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
 SIGNATURE

NANCY Beale
 NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Chris Cole
 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Hugo Montenegro
 SIGNATURE

HUGO MONTENEGRO
 NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Jessica Doherty
 SIGNATURE

Jessica Doherty / Mommy \$ Me
 NAME & TITLE (TYPE OR PRINT) Instructor

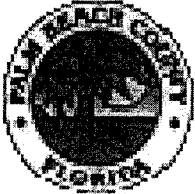
APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY

Anne Delgado
 COUNTY ATTORNEY

**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

JESSICA DOHERTY
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Mommy and Me program
for infant/toddler age groups

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2003-2005	Pine Tree Camp	Diane DiScerbo

<u>Scope of Work</u>	<u>Contact #</u>
specialty instructor for summer camp	(Scel) 237-7310

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 2000-2005	Sandpiper Shores Elem. School	883-4000

<u>Scope of Work</u>	<u>Contact #</u>
	(Scel) 883-4000

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(c) 1998-2000	Adventure Bay ELC	(closed for business)

<u>Scope of Work</u>	<u>Contact #</u>
Teachers Assistant and Aftercare Coordinator	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
- 1999-2004	Child Development Associate	PBCC
-	Certified to substitute teach in Palm Beach County	

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

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Jessica Hutchins Doherty Sex F Race White

Date of Birth 2/10/78 Driver's License No. DC030-428-78-SSO-0

Address 20975 Shady Vista Lane

City Boca Raton State FL Zip 33428

I, Jessica Doherty, 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: Jessica Doherty Date: 7/30/08

Signature: Jessica Doherty

ENTERED
8/13/08



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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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:

- | | | |
|-------|------------------|---|
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| _____ | 394.4593 | relating to sexual misconduct with certain mental Health patients |
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_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

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

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

INITIAL:

JD

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

J. Donerty

Applicant's Signature

7/30/08

Date

OR

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

Applicant's Signature

Date



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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters (Legal Name) of Company: _____
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: Jessica Doherty
(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: [REDACTED]

1. Please list below your Headquarters address information:

Address: 20975 Shady Vista Lane

City: Boca Raton State/Province: FL

Zip/Postal Code: 33428 Country: USA

Main Phone Number: (561) 302-5796 or (561) 218-9226

Contact Name: Jessica Doherty E-mail Address: lvlely210@aol.com
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: (561) 302-5796 Alternate Phone Number: (561) 218-9226

Contact Fax Number: _____ Alternate Fax Number: _____

2. Please list below your Payment Address/Accounts Receivable Department 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: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

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

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

5. List Company Officials:

Name: _____ Position/Title: _____

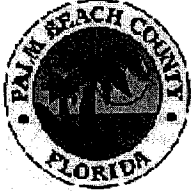
Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

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

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

Print Name: Jessica Doherty Title: Mommy & Me Instructor
Signature: Jessica Doherty 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		VENDOR CODE:		CONTRACT: ALFD1198021008523200B		
MC: SPAH	PS: JEC	FSS: J	CC: J	CA: A.F.	DD:	

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

This Agreement is made as of the 25 day of Aug, 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:

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being November 9, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 Four Hundred Twenty Dollars (\$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 56 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/13/08

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

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

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

Carlos Morales PH: 561-694-5455

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

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

Director of 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 Atford

CONTRACTOR'S Address: 2037 Vining Circle Apt. 303 Wellington, FL 33414

CONTRACTOR'S Phone No. 561-472-4826

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 years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale

 SIGNATURE

Nancy Beale

 NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]

 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]

 SIGNATURE

Carlos Morales

 NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]

 SIGNATURE

Michael A. [Signature]

 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY.

Anne Delgado

 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 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.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Michael Alford
 Name of Recreation Service Provider/Sports Official

[REDACTED]
 FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 8/24/07	ELFOA	

<u>Scope of Work</u>	<u>Contact #</u>
Ref officiating high school football game	561-472-4826

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 11/18/07	ELBO	

<u>Scope of Work</u>	<u>Contact #</u>
officiating high school basketball games	561-472-4826

(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
<u>Scope of Work</u>	<u>Contact #</u>	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
8/26/07	License and certification	Palm Beach County

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

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Michael Anthony Aiford Sex M Race Black

Date of Birth 1/9/79 Driver's License No. A416-541-79-009-0

Address 2037 King circle Apt. 303

City Wellington State FL Zip 33414

I, Michael Aiford, 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 Aiford Date: 8/3/08

Signature: [Handwritten Signature]

ENTERED
8/13/08



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Michael A Ford

Please print complete name

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

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

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

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


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

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

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

INITIAL: M. A

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


8-06-08

Applicant's Signature
Date

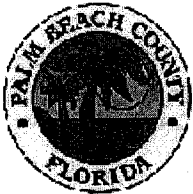
OR

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

Applicant's Signature
Date

contract

4/



Palm Beach County
Parks and Recreation Dept.

DATE : 08/22/2008

Contract Tracking System 0000001383

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 SERVICES					
ACCOUNT: 0001-580-5232-3422	VENDOR CODE: GIBSON116227	CONTRACT: GIBSON1162271008523200C			
MC: <i>J.P.A.H.</i>	PS:	FSS: <i>gpc</i>	CC: <i>J</i>	CA: <i>A.P.A.</i>	DD:

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

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth & Teens 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. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being November 9, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 Four Hundred Twenty Dollars (\$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 56 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/8/08 *[Signature]*

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
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 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.
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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

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.

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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: Arthur L Gibson

CONTRACTOR'S Address: 3928 Cherokee AVE

CONTRACTOR'S Phone No. 561-503-8506

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 years 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.

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 [REDACTED]

Full Name (print) Arthur L Gibson Sex M Race B/K

Date of Birth 11-5-83 Driver's License No. G/25-052-83-405-D

Address 3728 Cherokee Ave

City West Palm Beach State FL Zip 33409

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

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

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

Print Name: Arthur L Gibson Date: 8-6-08

Signature: [Handwritten Signature]





PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
 RECREATION INSTRUCTORS & SPORTS OFFICIALS

Arthur L Gibson

Name of Recreation Service Provider/Sports Official



FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2008	B-Ball-Vest gate	- Carlos
2005-2006	B-Ball-greenakers	- Keith

<u>Scope of Work</u>	<u>Contact #</u>
Volunteer at Royal Palm and green ackers gym's	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 2005-2006	B-Ball-greenakers	Keith

<u>Scope of Work</u>	<u>Contact #</u>
Volunteer at greenakers	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 2008	VolleyBall / Palm Beach Lakes	- Mr. Williams

<u>Scope of Work</u>	<u>Contact #</u>
volunteer on the volleyBall team	- 510-5000

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2008	CPR-AED - school	palm Beach lakes high

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

Yes No

If yes, give name and relationship.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Arthur L Gibson (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 806.01 | arson |
| _____ | Chapter 812 | felony theft and/or robbery |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |

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

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

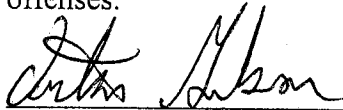
<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

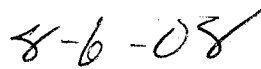
INITIAL:

A.L.

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



Applicant's Signature



Date

OR

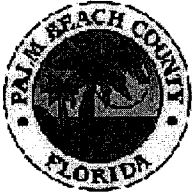
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute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

Applicant's Signature

Date

contract

5



Palm Beach County
Parks and Recreation Dept.

DATE : 08/22/2008

Contract Tracking System 0000001385

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 SERVICES						
ACCOUNT: 0001-580- 5232-3422	VENDOR CODE: ANDRE116269		CONTRACT: ANDRE1162691008523200C			
MC: JPAH	PS: JPC	FSS: JPC	CC: JPC	CA: AP	DD:	

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

This Agreement is made as of the 25 day of Aug, 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 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. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being November 9, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 **Four Hundred Eighteen Dollars (\$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: PRACTICES: (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.

received
8/8/08 *[Signature]*

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

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

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

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

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

Carlos Morales

PH: 561-694-5455

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

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

Director of 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 Anbr

CONTRACTOR'S Address: 4731 D Orleans Ct, WPB FL 33415

CONTRACTOR'S Phone No. 561-313-6251

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

Carlos Morales
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Caroline Andre, Coach
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
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.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Carlin Acker
 Name of Recreation Service Provider/Sports Official

[REDACTED]
 FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 8/2006	Westgate Parks & Rec.	Lee Powell
8/2007		
1/2008		

<u>Scope of Work</u>	<u>Contact #</u>
Cheerleading Coach. Foot ball & basket since 2006.	561-313-6251

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B)		

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

(C) Dates Agency/Company Representative

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

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

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

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

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Carolyn Andre Sex F Race Black

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

Address 4731 D Orleans Court

City West Palm Beach State FL Zip 33415

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

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

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

Print Name: Carolyn Andre Date: 8/1/08

Signature: [Handwritten Signature]



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Carolin Andra

Please print complete name

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

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

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

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

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

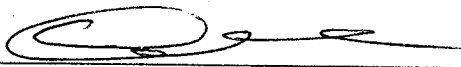
<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

INITIAL:

CA

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



 Applicant's Signature

8/1/08

 Date

OR

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

 Applicant's Signature

 Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 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		CONTRACT: <u>PROC11734610085H1734B</u>	
MC: <u>(12)</u>	PS: <u>gpc</u>	FSS: <u>J</u>	CC:	CA: <u>AN</u>	DD:

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

This Agreement is made as of the 25 day of Aug. 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) History of Riverbend program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on October 18, 2008 and will meet thereafter with the termination date of this agreement being April 19, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 One Thousand Five Hundred 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: Historic Walking Tour of Riverbend Park
- 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

received
8/7/08 B

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

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

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

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Richard Procyk

CONTRACTOR'S Address: 18791 Falcon Way Jupiter, FL 33458

CONTRACTOR'S Phone No. 561-744-3730

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE
Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kristofor Semer
SIGNATURE
Kristofor Semer
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Richard Procyk
SIGNATURE

RICHARD PROCYK - HIS
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgent
COUNTY ATTORNEY

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.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

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. Procyk, 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: RICHARD J. PROCYK Date: 4-19-08

Signature: Richard J. Procyk

ENTERED
3/28/08



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Richard J. Procyk
Please print complete name

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

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

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

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

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

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

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

INITIAL:

R.T.

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

Richard J. Procyk
Applicant's Signature

aug 4, '08
Date

OR

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

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.

DATE : 08/22/2008

Contract Tracking System 0000001388

7

CONTRACT INFORMATION
Active

JKFGOJU1110971008523300D

Certificate of Insurance

NAME : JKFGOJU 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 SERVICES					
ACCOUNT: 0001-580-5233-3422		VENDOR CODE: VC000011197		CONTRACT: <u>JKEG0JU1110971008523300D</u>	
MC: <u>AH</u>	PS: <u>AH & JC</u>	FSS: <u>de</u>	CC: <u>[Signature]</u>	CA: <u>A.N.</u>	DD:

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

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

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being October 1, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 Nine Thousand one hundred ten 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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Martial Arts/Karate instruction/classes
 - b. Name of class or activity: Karate
 - 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 15 and a maximum of 30 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/8/08

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

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

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

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

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

Alison Schram

PH: 561-747-3455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Gilbert Venero

CONTRACTOR'S Address: 11731 NW 22nd Street, Pembroke Pines, FL 33026

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Eric Case
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Alison Schram
SIGNATURE

Alison Schram
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Gilbert Venero
SIGNATURE

GILBERT VENERO
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Delgent
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.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Sean Evan Mooti Sex M Race W

Date of Birth 02/26/90 Driver's License No. M300-785-90-066-0

Address 11731 NW 22nd St

City Pembroke Pines State Florida Zip 33026

I, Sean Evan Mooti, 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: Sean Evan Mooti Date: 7/26/08

Signature: [Handwritten Signature]

ENTERED
8/4/08



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

PRODUCER
FOR SERVICE CALL:
FRANCIS L. DEAN & ASSOCIATES, INC.
1776 S. NAPERVILLE RD., BLDG. B
P.O. BOX 4200
WHEATON, IL 60189
(800) 745-2409
www.fdean.com

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

COMPANIES AFFORDING COVERAGE

COMPANY A	RIVERPORT INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
SPORTS AND RECREATION PROVIDERS ASSOCIATION
(PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

JKF Goju Kai Florida, Inc.
11731 NW 22nd Street
Pembroke Pines, FL 33026 CERT. #AP103438-00

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS	WRD 180010	1/14/2008	1/14/2009	GENERAL AGGREGATE \$ 1,000,000.00
	PRODUCTS-COMP/OP AGG \$ 1,000,000.00				
	PERSONAL & ADV INJURY \$ 1,000,000.00				
	EACH OCCURRENCE \$ 1,000,000.00				
	FIRE DAMAGE (Any one fire) \$ 300,000.00				
	MED EXP (Any one person) \$ N/A				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				BODILY INJURY (Per accident) \$	
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				PROPERTY DAMAGE \$	
OTHER				AUTO ONLY-EA ACCIDENT \$	
Total Certificate Premium:				OTHER THAN AUTO ONLY: \$	
				EACH ACCIDENT \$	
				AGGREGATE \$	
				EACH OCCURRENCE \$	
				AGGREGATE \$	
				WC STATUTORY LIMITS	
				OTHER	
				EL EACH ACCIDENT \$	
				EL DISEASE - POLICY LIMIT \$	
				EL DISEASE - EA EMPLOYEE \$	
				\$300.00	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Martial Arts Activities

JKF Goju Kai Florida, Inc.
11731 NW 22nd Street
Pembroke Pines, FL 33026

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

AUTHORIZED REPRESENTATIVE

Francis L. Dean

ADDITIONAL INSURED

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

AGENCY	PHONE (A/C, No, Ext): 800-745-2409 FAX (A/C, No.): 630-665-7294	APPLICANT (First Named Insured)	Phone (A/C, No, Ext):
FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187		JKF Goju Kai Florida, Inc. 11731 NW 22nd Street Pembroke Pines, FL 33026	
CODE:	SUBCODE:	EFFECTIVE DATE	EXPIRATION DATE
		1/14/2008	1/14/2009
AGENCY CUSTOMER ID		POLICY NUMBER: WRD 180010	
		ACCOUNT NUMBER:	

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER								
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Florida Citrus Cup											
<input type="checkbox"/>	LOSS PAYEE	Effective until 4-29-08			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>LOCATION:</td> <td>BUILDING:</td> </tr> <tr> <td>VEHICLE:</td> <td>BOAT:</td> </tr> <tr> <td colspan="2">SCHEDULED ITEM NUMBER:</td> </tr> <tr> <td colspan="2">OTHER</td> </tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
LOCATION:	BUILDING:												
VEHICLE:	BOAT:												
SCHEDULED ITEM NUMBER:													
OTHER													
ITEM DESCRIPTION:													
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Miami Dade County Board of Commissioners											
<input type="checkbox"/>	LOSS PAYEE	111 NW 1 Street 17th Floor, Ste 202			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>LOCATION:</td> <td>BUILDING:</td> </tr> <tr> <td>VEHICLE:</td> <td>BOAT:</td> </tr> <tr> <td colspan="2">SCHEDULED ITEM NUMBER:</td> </tr> <tr> <td colspan="2">OTHER</td> </tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
LOCATION:	BUILDING:												
VEHICLE:	BOAT:												
SCHEDULED ITEM NUMBER:													
OTHER													
<input type="checkbox"/>	MORTGAGE	Miami, FL 33128											
<input type="checkbox"/>	LIENHOLDER	Effective until 4-29-08											
<input type="checkbox"/>	EMPLOYEE AS LESSOR												
ITEM DESCRIPTION:													
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Miami Dade Sports Commission											
<input type="checkbox"/>	LOSS PAYEE	15280 NW 79th Ct, Ste 109			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>LOCATION:</td> <td>BUILDING:</td> </tr> <tr> <td>VEHICLE:</td> <td>BOAT:</td> </tr> <tr> <td colspan="2">SCHEDULED ITEM NUMBER:</td> </tr> <tr> <td colspan="2">OTHER</td> </tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
LOCATION:	BUILDING:												
VEHICLE:	BOAT:												
SCHEDULED ITEM NUMBER:													
OTHER													
<input type="checkbox"/>	MORTGAGE	Miami, FL 33016											
<input type="checkbox"/>	LIENHOLDER	Effective until 4-29-08											
<input type="checkbox"/>	EMPLOYEE AS LESSOR												
ITEM DESCRIPTION:													
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Florida Sports Foundation											
<input type="checkbox"/>	LOSS PAYEE	2930 Kerry Forest Parkway			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>LOCATION:</td> <td>BUILDING:</td> </tr> <tr> <td>VEHICLE:</td> <td>BOAT:</td> </tr> <tr> <td colspan="2">SCHEDULED ITEM NUMBER:</td> </tr> <tr> <td colspan="2">OTHER</td> </tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
LOCATION:	BUILDING:												
VEHICLE:	BOAT:												
SCHEDULED ITEM NUMBER:													
OTHER													
<input type="checkbox"/>	MORTGAGE	Tallahassee, FL 32309											
<input type="checkbox"/>	LIENHOLDER	Effective until 4-29-08											
<input type="checkbox"/>	EMPLOYEE AS LESSOR												
ITEM DESCRIPTION:													
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Florida Int'l University - Pharmed Arena											
<input type="checkbox"/>	LOSS PAYEE	Pharmed Arena Rm #225			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>LOCATION:</td> <td>BUILDING:</td> </tr> <tr> <td>VEHICLE:</td> <td>BOAT:</td> </tr> <tr> <td colspan="2">SCHEDULED ITEM NUMBER:</td> </tr> <tr> <td colspan="2">OTHER</td> </tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
LOCATION:	BUILDING:												
VEHICLE:	BOAT:												
SCHEDULED ITEM NUMBER:													
OTHER													
<input type="checkbox"/>	MORTGAGE	Miami, FL 33199											
<input type="checkbox"/>	LIENHOLDER	Effective until 4-29-08											
<input type="checkbox"/>	EMPLOYEE AS LESSOR												
ITEM DESCRIPTION:													
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	FIU Board of Trustees, Florida International University,											
<input type="checkbox"/>	LOSS PAYEE	Effective until 4-29-08			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>LOCATION:</td> <td>BUILDING:</td> </tr> <tr> <td>VEHICLE:</td> <td>BOAT:</td> </tr> <tr> <td colspan="2">SCHEDULED ITEM NUMBER:</td> </tr> <tr> <td colspan="2">OTHER</td> </tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
LOCATION:	BUILDING:												
VEHICLE:	BOAT:												
SCHEDULED ITEM NUMBER:													
OTHER													
<input type="checkbox"/>	MORTGAGE												
<input type="checkbox"/>	LIENHOLDER												
<input type="checkbox"/>	EMPLOYEE AS LESSOR												
ITEM DESCRIPTION:													
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Palm Beach County Board of Commissioners											
<input type="checkbox"/>	LOSS PAYEE	2700 6th Avenue			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>LOCATION:</td> <td>BUILDING:</td> </tr> <tr> <td>VEHICLE:</td> <td>BOAT:</td> </tr> <tr> <td colspan="2">SCHEDULED ITEM NUMBER:</td> </tr> <tr> <td colspan="2">OTHER</td> </tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
LOCATION:	BUILDING:												
VEHICLE:	BOAT:												
SCHEDULED ITEM NUMBER:													
OTHER													
<input type="checkbox"/>	MORTGAGE	Lakeworth, FL 33461											
<input type="checkbox"/>	LIENHOLDER												
<input type="checkbox"/>	EMPLOYEE AS LESSOR												
ITEM DESCRIPTION:													

**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. Ayala
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

NA

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

[Signature]
Applicant's Signature

7/26/08
Date

OR

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

Applicant's Signature

Date



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Manuel A. Ayala Sex M Race H

Date of Birth 10/15/69 Driver's License No. A400-541-69-375-0

Address 14493 65th Way N.

City PBG State FL Zip 33418

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

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

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

Print Name: Manuel A. Ayala Date: 7/26/08

Signature: [Handwritten Signature]

ENTERED
5/12/08





**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) GILBERT VENERO Sex M Race WHITE

Date of Birth 01/10/1960 Driver's License No. V500 297-60-016-0

Address 11731 NW 22 STREET

City PENBROKE PINES State FL Zip 33026

I, GILBERT VENERO, 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: GILBERT VENERO Date: 7/26/08

Signature: Gilbert Venero

ENTERED
5/20/08



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

GILBERT VENERO

Please print complete name

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| <input type="checkbox"/> | 787.01 | kidnapping |
| <input type="checkbox"/> | 787.02 | false imprisonment |
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| <input type="checkbox"/> | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person |
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| <input type="checkbox"/> | Chapter 800 | lewdness and indecent exposure |
| <input type="checkbox"/> | Section 806.01 | arson |
| <input type="checkbox"/> | Chapter 812 | felony theft and/or robbery |
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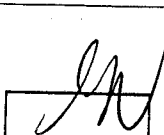
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

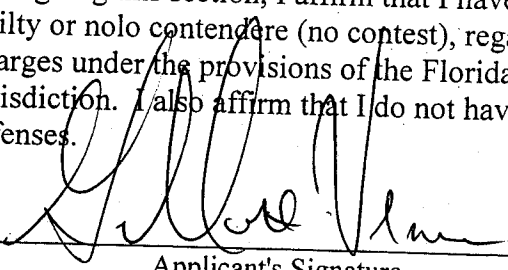
Dates

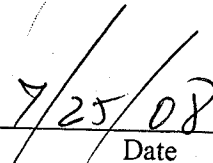
The above statements are true and complete to the best of my knowledge.

INITIAL:



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

 _____
Applicant's Signature

 _____
Date

OR

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_____ _____
Applicant's Signature Date

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

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APPLICANT:

Sean Evan Mooti
Please print complete name

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

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

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

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

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

Description

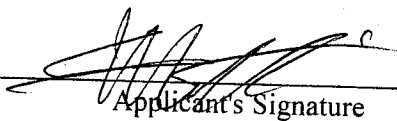
Dates

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

INITIAL:

SM

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



 Applicant's Signature

7/26/2008

 Date

OR

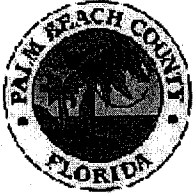
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute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

 Applicant's Signature

 Date

contract

8



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

RECREATION SERVICES					
ACCOUNT: 0001-580-5232-3422	VENDOR CODE: GIBSON116227	CONTRACT: GIBSON1162270908523200B			
MC: <i>J.P.A.</i>	PS: <i>J.P.C.</i>	FSS: <i>J.P.</i>	CC: <i>J.P.</i>	CA: <i>G.P.</i>	DD:

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

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth & Teens 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. **Term:** The class, activity or service will begin on September 8, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 Two Hundred Ten Dollars (\$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 56 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/8/08

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

CONTRACTOR'S Address: 3728 Cherokee

CONTRACTOR'S Phone No. 861-503-8806

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Cecilia
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Carl Kypke
SIGNATURE

Carlos Morales
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Arthur Gibson
SIGNATURE

Arthur Gibson Referee
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
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 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).



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Arthur L Gibson Sex M Race Blk

Date of Birth 11-5-83 Driver's License No. G/25-052-83-405-0

Address 3728 Cherokee Ave

City West Palm Beach State FL Zip 33409

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

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

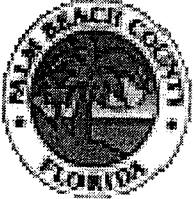
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials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

Print Name: Arthur L Gibson Date: 8-6-08

Signature: [Handwritten Signature]

ENTERED
8/6/08





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Arthur L Gibson

Name of Recreation Service Provider/Sports Official



FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2008	B-Ball-Vest gate	- Carlos
2005-2006	B-Ball-greenakers	- Keith

Scope of Work Contact #
 Volunteered at Royal Palm and green ackers gym's

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 2005-2006	B-Ball-greenakers	Keith

Scope of Work Contact #
 Volunteered at greenakers

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) 2008	VolleyBall / Palm Beach Lakes	- Mr. Williams

<u>Scope of Work</u>	<u>Contact #</u>
Volunteer on the VolleyBall team	- 510-8000

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2008	CPR-AED - school	palm Beach Lakes high

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

Yes No

If yes, give name and relationship.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Arthur L Gibson (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:

- | | | |
|-------|------------------|---|
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| _____ | 394.4593 | relating to sexual misconduct with certain mental Health patients |
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| _____ | 782.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child |
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| _____ | 787.02 | false imprisonment |
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| _____ | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
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_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
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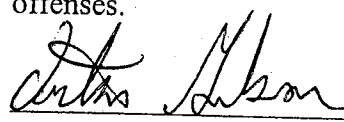
<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

INITIAL:

A.L.

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


8-6-08

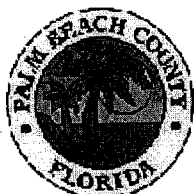
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Date

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Applicant's Signature
Date

Contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001382

DATE : 08/22/2008

CONTRACT INFORMATION
Active

ALFO1198020908523200A

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 : 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

RECREATION SERVICES						
ACCOUNT: 0001-580- 5232-3422	VENDOR CODE:		CONTRACT: ALFD1198020908523200A			
MC: JPH/AM	PS: JPC	FSS: JC	CC: J	CA: A.W.	DD:	

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

This Agreement is made as of the 25 day of Aug., 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.

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3. **Payments to Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Two Hundred Ten Dollars (\$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.
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 - 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 56 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/13/08

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 5 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 Morales PH: 561-694-5455

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

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

Director of 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. 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.

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

NANCY BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

Carlos Morales
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Michael Alford - Referee
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Deland
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 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

Michael Alford
 Name of Recreation Service Provider/Sports Official

[REDACTED]
 FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 8/24/07	ECFOA	

<u>Scope of Work</u>	<u>Contact #</u>
Ref officiating high school football game	561-472-4826

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 11/12/07	ELBO	

<u>Scope of Work</u>	<u>Contact #</u>
officiating high school basketball games	561-472-4826

(C). Dates Agency/Company Representative

Scope of Work Contact #

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
8/26/07	License and certification	Palm beach county

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

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Michael Anthony Alford Sex M Race Blak

Date of Birth 1/9/79 Driver's License No. A416-541-79-009-0

Address 2037 King circle Apt. 303

City Wellington State FL Zip 33414

I, Michael Alford, 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: [Handwritten Signature]

ENTERED
8/13/08



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Michael A Ford

Please print complete name

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

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

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

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

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

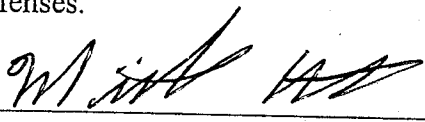
<u>Description</u>	<u>Dates</u>

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

INITIAL:

M, A

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


8-06-08

Applicant's Signature
Date

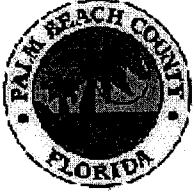
OR

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

Applicant's Signature
Date

contract

10



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

RECREATION SERVICES					
ACCOUNT: 0001-580-5232-3422	VENDOR CODE: ANDRE116269		CONTRACT: ANDRE11626909085232008		
MC: OPPAH	PS: JEC	FSS: J	CC: J	CA: Q.A.	DD:

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

This Agreement is made as of the 25 day of Aug, 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. **Term:** The class, activity or service will begin on September 8, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 One Hundred Seventy Six Dollars (\$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: Youth & Teens Arena Flag Football League.
 - 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 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.

received
8/8/08

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

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

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

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

Carlos Morales

PH: 561-694-5455

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

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

Director of 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 Andre

CONTRACTOR'S Address: 4731 D Orleans, WPB, FL 33415

CONTRACTOR'S Phone No. 561-313-6251

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale

 SIGNATURE

Nancy BEALE

 NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]

 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]

 SIGNATURE

Carlos Morales

 NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]

 SIGNATURE

Carolin Andre, Coach

 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY

Anne Delgant

 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.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Caroline Andre Sex F Race Black

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

Address 4731 D Orleans Court

City West Palm Beach State FL Zip 33415

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

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

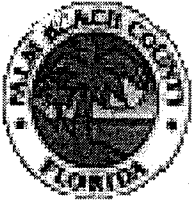
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials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

Print Name: Caroline Andre Date: 8/1/08

Signature: [Handwritten Signature]

ENTERED
8/1/08





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Caroline Aude
 Name of Recreation Service Provider/Sports Official

[REDACTED]
 FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 8/2006	Westgate Parks & Rec.	Lee Powell
8/2007		
1/2008		

<u>Scope of Work</u>	<u>Contact #</u>
Cheerleading Coach. Football & basket since 2006.	561-313-6251

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B)		

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

(C).

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

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

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

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

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

Yes
 No

If yes, give name and relationship.

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.

APPLICANT: Caroline Andre
Please print complete name

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

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

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

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

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

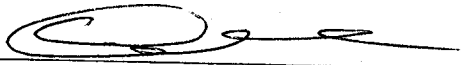
<u>Description</u>	<u>Dates</u>

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

INITIAL:

CA

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



Applicant's Signature

8/1/08

Date

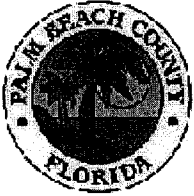
OR

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

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001393

DATE : 09/03/2008

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.pbcparcs.com

■
**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson


Jess R. Santamaria


County Administrator

Robert Weisman

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.

"An Equal Opportunity
Affirmative Action Employer"

RECREATION SERVICES					
ACCOUNT: 0001-580-5252-3422		VENDOR CODE: GOLD0129		CONTRACT:	
MC: AH	PS: ofec	FSS: J	CC: S	CA: a.p.	DD: (P)

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

This Agreement is made as of the 26 day of Aug, 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".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being October 1, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$85 per student Revenue Account No. 0001-580-5252-4721-09.
3. **Payments To Contractor:**

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Eleven Thousand Dollars (\$11,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: Tumbling Instructor
- b. Name of class or activity: Tiny Tot Tumbling with parent / Tiny Tot Tumbling without parent
- c. Day(s)/Date(s) Scheduled: Wednesday and Thursday – October 1, 2008 – September 30, 2009
- d. Time Scheduled: 9:30 – 10:15am / 10:15 – 11:00am
- e. Location: West Boynton Recreation Center
- f. A minimum of 6 and a maximum of 12 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/22/08 13

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

4. Publicize the class or activity through the 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:

Ellen Gilmer

PH: 561.355.1125

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

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

Director of 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. 561.585.2700

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

NANCY E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Dennis E. Llewellyn
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Jim Henneman
SIGNATURE

JIM HENNEMAN
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Jill Rojas
SIGNATURE

Jill Rojas - Director
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
COUNTY ATTORNEY

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.

Instructor: 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.

3 & 4 year olds 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: **Provided by West Boynton:** 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 any 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 LAST

Other names you have used in the past (including maiden names and nicknames):

Jill Autumn White

DATE OF BIRTH: 1974 Aug 29
YEAR MONTH DAY

RACE: (PLEASE CIRCLE) Black White Asian
Alaskan Native Unknown

SEX: (PLEASE CIRCLE) Male Female

SOCIAL SECURITY NUMBER [REDACTED]

ADDRESS: 1374 Pinetta Circle
NUMBER STREET APT#

CITY: Wellington STATE: FL

ZIP CODE: 33414





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Gold Coast Gymnastics Inc
 Name of Recreation Service Provider/Sports Official

[REDACTED]
 FEI/Social Security Number

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>Current</u>	<u>Gold Coast Gymnastics</u>	<u>Chris White</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teach gymnastics</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>Current</u>	<u>City of West Palm Beach</u>	
	<u>Howard Park, Vedado Park, Southdive</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>teach gymnastics</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C) Current	City of Boynton Beach	

<u>Scope of Work</u>	<u>Contact #</u>
teach gymnastics	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
	AAU & USAG professional member	

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

Yes No

If yes, give name and relationship.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/26/07

PRODUCER
Summit America Insurance Services, L.C.
7400 College Blvd., Ste. 100
Overland Park, KS 66210

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

COMPANIES AFFORDING COVERAGE

INSURED
Sports, Leisure & Entertainment RPG
D/B/A Gold Coast Gymnastics Inc.
1420 Rupp Lane
Lake Worth, FL 33460

INSURER A: Nationwide Mutual Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
NC = NOT COVERED

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE MLIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FWC0000003177000	12:01 AM 11/8/2007	12:01 AM 11/8/2008	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE(Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Participant Legal Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWOED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FWC0000003177000	12:01 AM 11/8/2007	12:01 AM 11/8/2008	COMBINED SINGLE UNIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PARTICIPANT ACCIDENT	FWC0000003177000	12:01 AM 11/8/2007	12:01 AM 11/8/2008	AD&D \$ NC Primary Medical \$ NC Excess Medical \$ 150,000 Weekly Indemnity \$ X NC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Location(s): 1420 Rupp Lane, Lake Worth, FL 33460
 \$100,000 Defense cost reimbursement for abuse/molestation claims included.
 Certificate Holder is listed as an Additional Insured.

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners
 2700 6th Avenue South
 Lake Worth, FL 33461
 561-966-6600

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul Mayo

**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 Rojas

Please print complete name

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

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

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

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

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

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

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

INITIAL:

JR

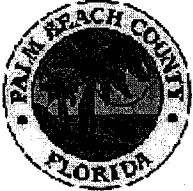
By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.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

Jui A Rojas _____ 8/20/08 _____
Applicant's Signature Date

OR

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

_____ _____
Applicant's Signature Date



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 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 SERVICES					
ACCOUNT: 0001-580- 5232 -3422	VENDOR CODE: PALM0168		CONTRACT: <u>PALM01681008523200C</u>		
MC: <u>AH</u>	PS: <u>fec</u>	FSS: <u>JP</u>	CC: <u>JA</u>	CA: <u>CPN</u>	DD: <u>VP</u>

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

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Adult 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. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being December 14, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 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 \$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: 7pm, 8pm and 9pm
 - e. Location: Westgate Park and Recreation Center
 - f. A minimum of 6 and a maximum of 8 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity

received
8/25/08

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

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

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

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

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

Carlos Morales PH: (561) 694-5455

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

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

Director of 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: PALM BEACH COUNTY OFFICIALS ASSOCIATION
CONTRACTOR'S Address: 1320 Fishers Place BREVARD, FL 33413
CONTRACTOR'S Phone No. 561-684-2010

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

Carlos Morales
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Russell L. Black - President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgant
COUNTY ATTORNEY

CERTIFICATE OF INSURANCE		10/03/2007
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 National Association of Sports Officials (NASO) 2017 Lathrop Ave. Racine, WI 53405 PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PL GREENACRES, FL 33413		
		INSURERS AFFORDING COVERAGE INS. A: Philadelphia Indemnity Insurance Company INS. B: St. Paul Fire & Marine Insurance Company INS. C:
		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.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	PHPK260717	09/30/2007 12:01 a.m.	09/30/2008 12:01 a.m.	General Aggregate	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	100,000
					Medical Expense Limit (Any One Person)	None
B	UMB	QK06501432	09/30/2007 12:01 a.m.	09/30/2008 12:01 a.m.	General Aggregate	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Each Occurrence	2,000,000

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 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

David A. Harris

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 Officers, 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, 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

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.



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[Events](#)
[No Name History](#)

Detail by Entity Name

Florida Non Profit Corporation

PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.

Filing Information

Document Number N32470
FEI Number ██████████
Date Filed 05/24/1989
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 06/11/1998
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

2006	01/12/2006
2007	01/26/2007
2008	07/02/2008

Document Images

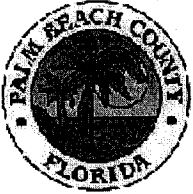
- [07/02/2008 -- ANNUAL REPORT](#)
- [01/26/2007 -- ANNUAL REPORT](#)
- [01/12/2006 -- ANNUAL REPORT](#)
- [03/19/2005 -- ANNUAL REPORT](#)
- [03/28/2004 -- ANNUAL REPORT](#)
- [01/17/2003 -- ANNUAL REPORT](#)
- [03/23/2002 -- ANNUAL REPORT](#)
- [01/16/2001 -- ANNUAL REPORT](#)
- [01/19/2000 -- ANNUAL REPORT](#)
- [02/24/1999 -- ANNUAL REPORT](#)
- [06/11/1998 -- REINSTATEMENT](#)
- [03/19/1996 -- ANNUAL REPORT](#)

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

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contract



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	VENDOR CODE:		CONTRACT: <u>AND 1095381008530500C</u>		
MC <u>ga</u>	PS:	FSS: <u>J</u>	CC: <u>J</u>	CA: <u>J.P.</u>	DD: <u>DHL</u>

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

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

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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 Two Thousand Five Hundred 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: Water Exercise Program
- c. Day(s)/Date(s) Scheduled: Tuesdays
- d. Time Scheduled: 10:45 am – 11:45 am
- e. Location: North County Aquatic Complex, Jupiter FL
- f. A minimum of 5 and a maximum of 60 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/20/08
h

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 14 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:
Jennifer Anglin, Aquatic Program Coordinator PH: 561-966-6632
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
 Director of 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: Kathy Andio
 CONTRACTOR'S Address: 3210 Meridian Way S #15 ~ Palm Beach Gardens, FL 33410
 CONTRACTOR'S Phone No. 561.627.1386
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Jim Cull
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

James Andio
SIGNATURE

James Andio
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Kathleen Andio
SIGNATURE

Kathleen Andio, Water Exercise
NAME & TITLE (TYPE OR PRINT) *Instructor*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delmont
COUNTY ATTORNEY

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 [REDACTED]

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, Kathleen Andio, 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: Kathleen Andio Date: 8/14/08

Signature: Kathleen Andio

ENTERED
8/21/08





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Kathy Andio
Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Water Exercise Classes

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). Sept 2006 -	NCAE, Jupiter	
present		

<u>Scope of Work</u>	<u>Contact #</u>
Taught water exercise classes	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). 2000 - 2006	Palm Bch Grdns Recreation Dept.	Karen Partanen

<u>Scope of Work</u>	<u>Contact #</u>
Taught water exercise classes	630-1100

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(c) 1995-2000	NCAE	Dennis Connelly

<u>Scope of Work</u>	<u>Contact #</u>
Taught Water exercise	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2007-2009	Aquatic Exercise Assoc.	
11/04 - 11/08	American Council on Exercise	
10/06-10/08	CPR - Am. Heart Assoc.	

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

Yes
 No

If yes, give name and relationship.

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 10/4/2007
PRODUCER (818)225-6200 FAX (818)225-6210 Venbrook 22801 Ventura Boulevard Third Floor Woodland Hills CA 91364-9815			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Kathy Andio 3210 Meridian Way S. 15 Palm Beach Gardens FL 33410			INSURERS AFFORDING COVERAGE		NAIC #	
			INSURER A: Star Insurance Company			
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
COVERAGE THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
FORM NO. (ADDL. TO BACK)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Liability BENEFIT AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> POLICY	EL0276944 EL0382279	9/1/2007	9/1/2008	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (As Insured) \$ 100,000 MED EXP (As Insured) \$ N/C PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPOSED \$ 500,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (As accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per household) \$ PROPERTY DAMAGE (Per household) \$
	DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ ACC \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					<input type="checkbox"/> WE STATE TORY LIMITS <input type="checkbox"/> C/T E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS CERTIFICATE HOLDER IS MERELY HIRED AS A NAMED INSURED. EXCEPT TEN (10) DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUMS.						

CERTIFICATE HOLDER Palm Beach County Board of Commissioners 2700 6th Ave. S. Lake Worth, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Glynn Simpson/NMONTO <i>Glynn Simpson</i>
---	--

STAR

INSURANCE
COMPANY

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:

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 Address:

KATHY ANDIO
3210 MERIDIAN WAY S. # 5
PALM BEACH GARDENS, FL 33410

Program Manager:

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

Certificate Number:

GL0382279

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 named 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 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 MASTER POLICY.

SECTION I COMMERCIAL PROPERTY COVERAGE PART:

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

<u>LIMITS</u>	
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 Schedule 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:

<u>LIMITS</u>	
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)	\$ 1,000,000
Products - Completed Operations Aggregate Limit	\$ 1,000,000
Each Occurrence Limit	\$ 500,000
Personal and Advertising Injury Limit	\$ 500,000
Medical Expense Limit, any one person	\$ Excluded
Fire Damage Limit, any one fire	\$ 100,000
Employee Benefits Liability	\$ No Coverage
Hired and Non-Owned Auto Liability	\$ No Coverage

Total General Liability Premium \$ 150.00

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

SCHEDULE

SECTION I - DESCRIPTION OF PREMISES

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

SECTION II - CLASSIFICATIONS

Classification Code	Basis	Rate	Premium	Additional Exposure	Premium
49950-Additional Insured	Each	25.00	\$ 25.00		\$
44315-Commercial General Liability		Incl.	\$ 125.00		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

Issued Date: 09/20/2007

Authorized Signature: *Gymna A. Simpson*

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 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, 2700 6TH AVE. S., LAKE WORTH, 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.

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

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

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

Description

Dates

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

INITIAL:

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

Kathleen Audis

Applicant's Signature

8/14/08

Date

OR

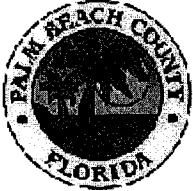
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute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

Applicant's Signature

Date

contract

14



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



INTER-OFFICE COMMUNICATION
PARKS & RECREATION DEPARTMENT

**Department of
Parks and Recreation**
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-7050
www.pbcparcs.com





**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator
Robert Weisman

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

Please execute the attached contract.

Thank you.

*"An Equal Opportunity
Affirmative Action Employer"*

AQUATICS					
ACCOUNT: 0001-580- 5305 -3422		VENDOR CODE:		CONTRACT:	
MC: <u>ZCA</u>	PS:	FSS: <u>JK</u>	CC: <u>JK</u>	CA: <u>9.9</u>	DD: <u>DHL</u>

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

This Agreement is made as of the 26 day of Aug, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Steve VanCoppennolle, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$3.00 per Revenue Account No. 0001-580-395-4724-02
5305
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 Twenty Thousand 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: Water Exercise/Joint Rejuvenation
 - c. Day(s)/Date(s) Scheduled: Tuesday through Saturday
 - 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 5 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/22/08 JK

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 14 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:
Jennifer Anglin, Aquatic Program Coordinator PH: 561-966-6632
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
 Director of 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: Steve VanCoppénolle
 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. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

NANCY E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

M. Gaynor
SIGNATURE

Melissa Gaynor
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Stephen P. VanCopperolle
SIGNATURE

Stephen P. VanCopperolle
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgent
COUNTY ATTORNEY

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 [REDACTED]

Full Name (print) Stephen D. VanCoppennolle Sex M Race White

Date of Birth 11-21-56 Driver's License No. _____

Address 123 BENT TREE DRIVE

City Palm Beach Gardens State FL Zip 33418

I, Stephen VanCoppennolle, 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: Stephen D. VanCoppennolle Date: 8-21-08

Signature: Stephen D. VanCoppennolle

ENTERED
8/25/08





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Stephen D. VanCoppennolle
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? WATER Exercise INSTRUCTION

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2000 - 2008	N. County Aquatic Center	Phil

<u>Scope of Work</u>	<u>Contact #</u>
Provide instruction and guidance for All WATER Exercise CLASSES	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B)		

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

(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
<u>Scope of Work</u>	<u>Contact #</u>	

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2000-2008	United State Water Fitness Assoc.	Boynton Beach, FL

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

Yes No

If yes, give name and relationship.



INSURANCE
COMPANY

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 VANCOPPENOLE
123 BENT TREE DRIVE
PALM BEACH GARDENS, FL 33418

Certificate Number:
GL0382280

Program Manager:
Sports and Fitness Insurance
P.O. Box 1987
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 named 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 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 MASTER POLICY.

SECTION I COMMERCIAL PROPERTY COVERAGE PART:

DESCRIPTION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
Refer to Section I of the Schedule 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:	<u>LIMITS</u>	
	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 Schedule 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:	<u>LIMITS</u>	
	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.

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 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, LAKE WORTH, FL, 33461	COMMISSIONERS STATE OF FLORIDA, 2700 6TH AVE. S

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.

LIMITS OF INSURANCE:

General Aggregate Limit (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 Liability	\$ 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 - DESCRIPTION OF PREMISES

All premises you own, rent or occupy:
123 BENT TREE DRIVE, PALM BEACH GARDENS, FL, 33418

SECTION II - CLASSIFICATIONS

Classification Code	Basis	Rate	Premium	Additional Exposure	Premium
49950-Additional Insured	Each	25.00	\$ 25.00		\$
44315-Commercial General Liability		Incl.	\$ 195.00		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

Issued Date: 09/20/2007

Authorized Signature: *Sharon A. Simpson*

**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:

Stephen D. VanCopenolle

 Please print complete name

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

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

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

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

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

<u>Description</u>	<u>Dates</u>
N/A	

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

INITIAL:

SDV

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

Stephen D. VanCippenolk
Applicant's Signature

8-21-08

Date

OR

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

Applicant's Signature

Date