PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: F	ebruary 3, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: <u>F</u>	Parks and Recreation		
Submitted By: [Parks and Recreation Department		
Submitted For: J	Parks and Recreation Department		
	<u>I. EXECUTIVE B</u>	RIEF	
Motion and Title: Contractor Agreer	Staff recommends motion to recent nents received during the month of D	ive and file: execute ecember.	ed Independent
B) East Coast	ennis Instructor, Okeeheelee Park. (I Tennis Foundation, Inc., T 663212085201A).	HEIN000112085201I) ennis Instructor,	
must be submitte Independent Con Commissioners (E Recreation Depart	ordance with County PPM CW-O-05 d by the initiating Department as a retractor Agreements have been fully Board) by the County Administrator/liment in accordance with Resolution 9 now being submitted to the Board to	receive and file agent executed on behalf of Director/Assistant Dir 4-422, amended by R	da item. The attached of the Board of County ector of the Parks and esolutions 02-2103 and
Agreements with Resolutions 02-21 Board granted the Independent Cont	Justification: A resolution providing recreation instructors and sports of 03 and 07-0409) was adopted by the periodic process of Paractor Agreements with recreation instruction or more requiring the County Adm	officials (Resolution Board to streamline the trks and Recreation ructors and sports office	94-422, amended by ne hiring process. The authority to execute
Administrator/Dire	attached have been executed o ctor/Assistant Director of the Parks an pated by the Board, and are now bein	d Recreation Departm	nent in accordance with
Attachments: Inc	dependent Contractor Agreements (2)		
Recommended b	y: <u>Department Director</u>	2006	//3/09 ate

Approved by:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 39,544 (56,492))0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	(16,948)	0	0	<u>-0-</u>	0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.:	Fund <u>000</u>			<u>various</u> rogram <u>N/A</u>	

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

		FY2009		
	Contractor	Revenue	Expense	
Α	Robert Hein	\$8,572	\$6,000	
В	East Coast Tennis Foundation, Inc	\$47,920	\$33,544	
	Totals	\$56,492	\$39,544	

C.	Departmental Fiscal Review:	ckopelakis	

III. REVIEW COMMENTS

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

	Jon But 1-26.09		Contract Development and Control
	$\triangle \text{TMD} \triangle \triangle$		Contract Development and Control
В.	Legal Sufficiency:	CN 1/23/09 SM 1/23/09	

Assistant County Attorney

C. Other Department Review:

Department	Director	

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

G:\NBeale\AGENDAS\02-03-09 R&F ICA (revised).doc



contract



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001408

DATE : 12/10/2008

CONTRACT INFORMATION
Active

HEIN000112085201 I

Certificate of Insurance

NAME :

HEIN, ROBERT

VENDOR CODE:

HEIN0001

INSTRUCTOR:

TENNIS INSTRUCTOR

ACCOUNT NUMBER :

0001-580-5201- -3422

LOCATION:

OKEEHEELEE PARK TENNIS COURTS

PROGRAM:

TENNIS

CONTRACT DATE :

12/08/2008

START DATE :

12/16/2008

END DATE :

09/30/2009

CONTRACT AMOUNT :

6,000.00 REVENUE AMOUNT:

6,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

6,000.00 AMOUNT LEFT :

6,000.00

ASSIGNED CATEGORIES:

TENNIS INSTRUCTOR

0.70 PCT

RECREATION SERVICES
MC: OP PS: FSS: PS: CC: CA: DD:
SE S
INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreement is made as of the day of, 2008, by and between the Board of County Commissioners o Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Robert Hein_, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
WITNESSETH:
WHEREAS, the COUNTY desires to make available (a) (an) <u>Tennis</u> program, and desires to contract wit CONTRACTOR to provide a specific service for that program; and
WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.
NOW THEREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR hereby agree as follows:
Term: The class, activity or service will begin onDecember 16, 2008 and will meet thereafter with the termination date of this agreement beingSeptember 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): see attached per Revenue Account No. 0001-580- 5201-472 6001
3. Payments To Contractor:
a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Six Thousand</u> Dollars (\$6,000). 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: <u>Tennis</u> received
b. Name of class or activity: <u>Tennis</u>
c. Day(s)/Date(s) Scheduled: Monday through Sunday
d. Time Scheduled: <u>Various</u>
e. Location: Okeeheelee Park Tennis Courts
f. A minimum of N/A and a maximum of N/A paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

10.	Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
	Clifford Battles PH: 966-7031 .
12.	<u>Indemnification</u> : The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
	Director of Recreation Services Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461
	and if sent to the CONTRACTOR shall be mailed to:
	CONTRACTOR'S Name: Robert Hein .
	CONTRACTOR'S Address: 1070 West Shore Drive West Palm Beach, Fl 33406
	CONTRACTOR'S Phone No. (561) 252-9126
14.	Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15.	Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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

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

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.

this Agreement.

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

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

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

PALM BEACH COUNTY DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
INDEPENDENT CONTRACTOR
Robert Hein Contractor NAME & TITLE (TYPE OR PRINT)

AND LEGAT SUFFICIENCY

County Assomer

PROJECT APPROACH

The tennis industry is primarily a service industry. The clientele includes all levels of players from beginners to advanced, from tots to seniors and includes challenged athletes.

The proposal has to be a win-win concept for all concerned by enhancing, broadening and maximizing the use of the facilities for the recreational endeavors of Palm Beach County residents.

My goal is to design the basic programs at Okeeheelee Park equal to or surpassing what is presently offered at other municipal tennis centers.

The program suggestions on the following pages are basic core selection. Times and dates will be adjusted according to community interests and leisure schedules. Additional programs will be added as participation and increased interest develops.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

RE	obert Hein		
Nam	e of Recreation Service Pro	vider/Sports Official	
1.	Which service(s) are you	interested in providing? Tennis	s Services at
	Okeeherlee ?	· ·	
	1.01100		
2.	List prior work experien	ce in providing this service:	
	<u>Dates</u>	Agency/Company	<u>Representative</u>
	(A). 2003-Present	Donna DeFrances/Head Coa.	of Town of Palm Beach
	·	Jim Hay / Tennis Manage	
	Scope of Work		Contact #
	Tenns coachfor	Stanior Programs,	561 317-5141
	Laches Teams, private	V	Donna DeFrances
	<u>Dates</u>	Agency/Company	<u>Representative</u>
	(B). 1999 - Present	Tennis Contractor for	Cliff Battles
		Palm Beach County Park	, , , , ,
		and Recreation	
		una heapeanon	
	Scope of Work		Contact #
	TennisServicesfor	Okeeheelee Park and	561 966-7031
		lessons, clinics, leagues	
	tournents	J. J	**************************************

<u>Dates</u>	Agency/Company	<u>Representative</u>
(6).1991-1998	TennisInsightsInc	Michael Baldism
	Palm Beach County Parks	
	+ Recreation	
Scope of Work		Contact #
Treasurer and Direct	for/initiated and oversaw five	561 477-9660
	th County Regional Park Tennis	
Center and Oke	,	
List any licansos/corti	ification/education you have completed re	elevant to providing this servic
List any needses/cert		
<u>Dates</u>	License/certification/education	Location/Instructor
Dates PARRA NAMO	License/certification/education	Location/Instructor
Dates PARRA NAMO	License/certification/education	Location/Instructor
Dates PARRA NAMO		Location/Instructor
Dates PARRA NAMO	License/certification/education	Location/Instructor
<u>Dates</u> 1996-Presents 1968-1970 "1	License/certification/education Professional Tennis Registry Certain Associate of Science degree, Phi Theta	Location/Instructor Affred "Professional" levi
<u>Dates</u> 1996-Presents 1968-1970 "1	License/certification/education Professional Tennis Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification/education	Location/Instructor Affred "Professional" levi
Dates 1996-Presents 1968-1970 "I	License/certification/education Professional Tennis Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification/education	Location/Instructor Affred "Professional" levi
Dates 1996 - Presents 1948 - 1970 "I Are you or any of you and Recreation Depart	License/certification/education Professional Tennis Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification Registry Certification/education	Location/Instructor Affred "Professional" levi
Dates 1996 - Presents 1948 - 1970 "I Are you or any of you and Recreation Depart	License/certification/education Professional Tennis Registry Certification Registry Certification/education Registry Certification Registry Registry Certi	Location/Instructor Affred "Professional" levi

A	CORD, CERTIFIC	ATE OF LIABIL	ITY INS	URANCE		DATE (MM/DD/YYYY) 09/08/2008
Coas	er (843)785-7733 F tal Plains Insurance	AX (843)686-4369	THIS CERT	TFICATE IS ISSUE CONFERS NO RI	D AS A MATTER OF IN GHTS UPON THE CERT	FORMATION IFICATE
	. Box 6869				DOES NOT AMEND, EX ORDED BY THE POLICE	
H17t	ow Circle on Head Island, SC 29938			FFORDING COVER		NAIC#
NSUREI	Professional Tennis Regi	stry	INSURER A: C	apitol Specia	lty Insurance	
	P.O. Box 4739		INSURER E:			
	Hilton Head, SC 29938		INSURER C.			
			INSURER D			
		-	INSURER E:			
THE ANY MAY POLI	VAGES POLICIES OF INSURANCE LISTED E REQUIREMENT, TERM OR CONDITI PERTAIN, THE INSURANCE AFFORI CIES. AGGREGATE LIMITS SHOWN	ON OF ANY CONTRACT OR OTH DED BY THE POLICIES DESCRI	HER DOCUMENT	MED ABOVE FOR WITH RESPECT T JBJECT TO ALL T	THE POLICY PERIOD I O WHICH THIS CERTIFI HE TERMS, EXCLUSION	NDICATED, NOTWITHS CATE MAY BE ISSUED IS AND CONDITIONS (
왕정	TYPE OF INSURANCE	POLICY NUMBER	POLICY AFFECTIVE	POLICY EXPIRATION	LIM	ITS
	GENERAL LIABILITY	CS00217967/51209		09/01/2009	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY			1	DAMAGE TO RENTED	\$ 100,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	s 5,000
A					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AVY AUTO				COMBINED SINGLE LIMIT (Ea academ)	\$
	ALL OWNED AUTOS SCHEDULED AUTOS	•			BODILY INJURY (Per person)	5
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO			'	OTHER THAN EA ACC	
	EXCESS/UMBRELLA LIABILITY	CS00217910/51209	09/01/2008	09/01/2009	EACH OCCURRENCE	s 5,000,000
	X OCCUR CLAIMS MADE				AGGREGATE	\$ 5,000,000
A	DEDUCTIBLE					\$
- 1	X RETENTION \$ 10,000					13
wo	RKERS COMPENSATION AND				WC STATU- OTH	
EMI	PLOYERS' LIABILITY			,	E.L. EACH ACCIDENT	T _s
OFF	PROPRIETOR/PARTNER/EXECUTIVE				E.L. DISEASE - EA EMPLOYEE	. . .
If ye	s, describe under CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	•
А	NER	CS00217967/51209		09/01/2009	Abuse/Molesta Per Occu Aggregate	rrence/ \$100.000
ESCRIP1	ON OF OPERATIONS/LOCATIONS/VEHICLE - Certificate Holder is I	S / EXCLUSIONS ADDED BY ENDORSEME	NT / SPECIAL PROVIS	ONS	An OTO Washand	7611
ob He	in, 1070 W Shore Drive, W	isted as Additional In est Palm Beach, FL 334	sured #129 w 06-5151	ith respects	to PTR Member# 2	7651
	CATE LICH DED	·				
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees & Agents, c/o Parks & Rec Dept 2700 Sixth Avenue South			SHOULD ANY EXPIRATION I 30 DAYS BUT FAILURE	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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY		
	Lake Worth, FL 33461		AUTHORIZED REP		BAGENTS OR REPRESENTAT	in ethy
		*	1	r. III/KIMIK	10532 <u>C</u>	
CORD	25 (2001/08) FAX: (561)966	-7040	Intro parke	I ALA/ NAPILK		CORPORATION 1988

Robert Hein

1070 West Shore Drive, West Palm Beach, FL 33406 Phone: 561-252-9126 Email: bobhein185@comcast.net

Proposal for Program Fees

Submitted: Thursday, November 17, 2008

PRIVATE LESSONS.

	½ Hour	1 Hour
Adult	\$35.00	\$60.00
Junior	\$30.00	\$60.00

SEMI PRIVATE RATES: ADULTS Per person per hour.

The state of the s				
2 Person	\$35.00			
3 Person	\$24.00			
Group of 4	\$18.00			

SEMI PRIVATE RATES: JUNIORS Per person per hour...

	TO TO POLICON POLICON	
2 Person	\$30.00	
3 Person	\$24.00	
Group of 4	\$18.00	

CLINICS: ADULTS Per person.

Level 1/Beginner & Level 2/Beginner-Low Intermediate

Minimum 5 / Maximum 8 Students per Class

Daily Cost	\$15.00	Daily	\$21.00
per hour	·	Cost 1.5	
		hours	

CLINICS: JUNIORS Per person.

Level 1/Beginner & Level 2/Beginner-Low Intermediate

Ages 7 to 16 are strategically put into groups determined by age and level of play.

Minimum 5 / Maximum 12 Students per Class

Daily Cost	\$9.00	Daily	\$15.00	Daily	\$21.00
per 1/2 hour		Cost per		Cost per	
		hour	1	1.5 hours	

QUICK START TENNIS FORMAT CLINICS

The new way to play tennis for kids 10 and under

QST 1	Ages 5 to 6	30 minutes	4 students
QST 2	Ages 7 to 8	45 minutes	4 to 6 students
QST 3	Ages 9 to 10	60 minutes	4 to 8 students

Rates Per Child	
Daily Cost	\$15.00

Summer/Holiday Junior Camps (9am- 12pm Mon-Fri)	
Weekly Fee	\$175.00

No Refunds, Credit or Rescheduling for missed classes and missed classes do not carry over into the next session. Make-ups will be available due to inclement weather or instructor absence only.

Robert C. Hein

1070 West Shore Drive West Palm Beach, FL 33406

(561) 252-9126

bobhein 185@comcast.net

Certification

Professional Tennis Registry - Professional Rating

Skills Summary

- Highly organized with service emphasis
- Excellent communication skills
- Skilled in facilitating large groups

Professional Experience

Palm Beach County

1999-present

Tennis Contractor

Limited part-time contract at Okeeheelee Park and various other locations.

Donna DeFrances, Part-time Coach,

2007-present

Town of Palm Beach

Jim Hay, Tennis Manager, Town of Palm Beach

Tennis Professional / Subcontractor in charge of Ladies "A" Teams

Tennis Insights, Inc., Palm Beach County

1991-1998

Treasurer and Tennis Director

Initiated and oversaw five year lease at South County Regional Park Tennis Center (18 courts), Boca Ration, FL.

The "Breakers", Palm Beach

1988-1990

Director of Tennis

Supervised all facets of tennis operation

The "Breakers", Palm Beach

1984-1988

Assistant Tennis Director

- Managed pro shop, lesson programs and court maintenance
- Coordinated social, member, convention events and tournaments

The Breakers Tennis Club Concession / Hugh Curry

1976-1988

Partner / Head Tennis Professional

Supervised The Breakers and Breakers West tennis complexes

LaCoquille Club, Manalapan, FL

1974-1976

Tennis Director

Tournament Experience

1971-1974 Played tournaments in Europe and U.S.A.

Education

Palm Beach Community College 1968-1970

Associate of Science Degree, Phi Theta Kappa

Miami University (Ohio) in Luxembourg, Europe

1970-1972

Mark Schwartz 18 Plymouth 8, West Palm Beach, Fl 33417 (561) 686-7184

Certification

U.S.P.T.A. Professional 2 Rating

1984-Present

F.T.A. – U.S.T.A. Tennis Official

1988-2005

Experience

Tennis Maintenance, The Breakers, Palm Beach, FL (1990-2008)

- · Maintain clay tennis courts
- · Assist in coaching junior clients

Tennis Umpire, U.S. Open Tennis Tournament, New York, NY (1988-2005)

- Chair Umpire
- Line judge

Resident Tennis Pro, SunningdaleCountry Club, New York, NY (1988-1996)

- Taught tennis to clients
- · Oversaw tennis court maintenance

Tennis Pro, Bridge Hampton Tennis & Surf Club, New York, NY (1984-1986)

- Taught tennis to clients
- · Oversaw tennis court maintenance

Tennis Pro, Boca Raton Hotel & Club, Boca Raton, FL (1978-1986)

- · Taught tennis to clients
- Ran convention tournaments

Education

BA/BS Psychology Long Island University, New York 1970-1976

References

References are available on request.



Applicant's Social Security Number
en de la companya de La companya de la co
Full Name (print) Robert Carl Hein Sex M Race W
Date of Birth 1117 1949 Driver's License No. H500 763 49 417 0
Address 1070 West Shore Drive
City West Palm Beach State Fl zip 33406
I. Robert Carl Hein, 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 writin or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials freand 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: 1 1 2008
Signature: Robert Carl Hein

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: Robert Carl Hen 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.

	Sections		relating to sexual misconduct with certain developmentally disabled clients
	Castlana	394.4593	relating to sexual misconduct with certain mental Health patients
	Sections		adult abuse, neglect, or exploitation of aged person or disabled adults
-		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		700.0 4	family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
-		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
***************************************		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		•	child at a custody hearing or delivering the child to the designated person
	•	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	•	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
	•	794.011	sexual battery
	•	794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter :		prostitution
	Section		lewd and lascivious behavior
	Chapter 8		lewdness and indecent exposure
	Section 8		arson
	Chapter 8		felony theft and/or robbery
	Sections 8		fraudulent sale of controlled substances, if the offense was a felony
		325.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	8	325.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
	8	25.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	826.04	incest	
	827.03	child abuse, aggravated child abu	se or neglect of a child
	827.04	contributing to the delinquency of	r dependency of a child
	827.05	negligent treatment of children	dependency of a child
	827.071	sexual performance by a child	
***	843.01		
	_ Chapter 847	resisting arrest with violence	
		obscene literature	
	Section 847.05(1)	encouraging or recruiting another	to join a criminal gang
·	_ Chapter 893	drug abuse prevention and contro	l only if the offense was a felony or if any oth
	007.10.1	person involved in the offense wa	
	_ Section 985.4045	sexual misconduct in juvenile just	tice programs
Explanation: (P	rovide details of any items	initialed above. Attach another sheet if nec	eessary.)
Description			<u>Dates</u>
·	· .		
Ry signit	ng this section. Loff-	month of Theorem 41	
charges u	nolo contendere (no under the provisions	contest), regardless of the adjud of the Florida Statutes or under:	found guilty or entered a plea of lication, to any of the foregoing any similar statute of another cord that is similar to any of these
NA	L. OH.	6	4110
I-ILN	1 Chi Min	Se Se	plender 12008
	Applicant's Sign	nature	Date
		<u>OR</u>	
and true v	ying charges, acts or	are that my record may contain of offences and that the explanation the above charges under the proportion	one or more of the foregoing on I have provided is complete ovisions of the Florida Statutes or
,	otature or ar	totter jurisdiction.	
	Applicant's Signati	ıre	Date
1			

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001409

DATE: 12/29/2008

CONTRACT INFORMATION Active

ECTENNIS10663212085201

Α

Certificate of Insurance

NAME :

EAST COAST TENNIS FOUNDATION, INC.,

VENDOR CODE:

ECTENNIS106632

INSTRUCTOR:

TENNIS INSTRUCTOR

ACCOUNT NUMBER : 0001-580-5201- -3422

LOCATION:

LAKE LYTAL PARK TENNIS COURTS

PROGRAM:

TENNIS

CONTRACT DATE :

12/12/2008

START DATE :

12/29/2008

END DATE :

12/30/2009

CONTRACT AMOUNT :

33,544.00 REVENUE AMOUNT:

33,544.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

33,544.00 AMOUNT LEFT :

33,544.00

ASSIGNED CATEGORIES:

TENNIS INSTRUCTOR

0.70 PCT



Department of Parks and Recreation

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

Palm Beach County Board of County Commissioners

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

INTER-OFFICE COMMUNICATION

PARKS & RECREATION DEPARTMENT

TO:

Bob Weisman

County Administrator

THRU:

Dennis Eshleman, Director

Parks & Recreation Department

Anne Helfant, Assistant County Attorney

FROM:

Kim McNeeley, Director Luthy a mosley

Recreation Division

DATE:

December 10, 2008

RE:

INDEPENDENT CONTRACTOR AGREEMENTS

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

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

East Coast Tennis Foundation, Inc., Lake Lytal Park Tennis Courts \$33,544.00

Please execute the attached contract.

Thank you.

RECREATION SERVICES ACCOUNT: 0001-580- 5201-3422 VENDOR CODE: VC-106632 CONTRACT:	
MC: AP PS: K FSS: N CC: N CA:	DD: (W)
INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPART	MENT
This Agreement is made as of the 12 day of 2008, by and between the Board of County, Florida, hereinafter referred to as the "COUNTY". East Coast Tennis Foundation, Inc., an Independent Contractor, hereinafter referred to	and
WITNESSETH:	
WHEREAS, the COUNTY desires to make available (a) (an)program, are CONTRACTOR to provide a specific service for that program; and	nd desires to contract with
WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responding said program.	onsibilities with regard to
NOW THEREFORE , in consideration of the mutual covenants and promises containe and CONTRACTOR hereby agree as follows:	d herein, the COUNTY
Term: The class, activity or service will begin onDecember 29, 2008 ar with the termination date of this agreement beingSeptember 30, 2009 architecture.	nd will meet thereafter
2. <u>Fees</u> : Palm Beach County Parks and Recreation Department, on behalf of COUNTY, sha charges from participants. The fee(s) charged by the COUNTY for this class or activity (is per Revenue Account No. <u>0001-580-5201-4721-09</u>	all collect all fees and s) (are): see attached
3. Payments To Contractor:	
a. The total amount to be paid by the COUNTY under this Contract for all serv not exceed a total contract amount of <u>Thirty Three Thousand Five Hundred</u> Dollars (\$33,544). The CONTRACTOR shall notify the COUNTY's represer 90% of the "not to exceed amount" has been reached. The CONTRACTOR a bi-weekly basis per the attached schedule of payments, or as otherwise poservices rendered toward the completion of the Scope of Work. Where increpartially completed items are permitted, the total billings shall not exceed the of completion as of the billing date.	d Forty-four ntative in writing when R will bill the COUNTY on rovided in Exhibit "B" for emental billings for
b. The CONTRACTOR's fee shall be the sum of \$_N/A_ or _70% of the paid class or activity.	enrollment fees for the
4. Specific Details:	
a. Type of service/instructor: <u>Tennis</u>	-ived
b. Name of class or activity: Tennis	eived
c. Day(s)/Date(s) Scheduled: Monday through Sunday	
d. Time Scheduled: <u>Various</u>	
e. Location: <u>Lake Lytal Park Tennis Courts</u>	
f. A minimum of N/A and a maximum of N/A paid enrollments must be COUNTY prior to commencement of the class or activity. COUNTY reserve class or activity which does not have the specified minimum number of particles.	s the right to cancel each

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with ___5_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

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

Clifford Ba	attles	PH.	966-7031	
01111010	3,11,00	4 4 1.	300-7031	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: <u>East Coast Tennis Foundation, Inc.</u>

CONTRACTOR'S Address: PO Box 221885 West Palm Beach, FL 33422-1885.

CONTRACTOR'S Phone No. (561) 686-1103

- 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.

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
Manie Milliano
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
INDEPENDENT CONTRACTOR
Sandry braque.
SIGNATURE
Janet Sprague, Executive Director NAME & TITLE (TOPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

East Coast Tennis Foundation, Inc.

PO Box 221885, West Palm Beach, Florida 33422-1885 Phone: 561-686-1103, FAX 561-686-1159 Email: eastcoasttennis@att.net

Proposal for Program Fees

Submitted: Thursday, November 13, 2008

PRIVATE LESSONS

	½ Hour	1 Hour	
Adult	\$35.00	\$60.00	
Junior	\$30.00	\$60.00	

SEMI PRIVATE RATES: ADULTS Per person per hour.

2 Person	\$35.00
3 Person	\$24.00
Group of 4	\$18.00

SEMI PRIVATE RATES: JUNIORS Per person per hour.

	revie : o. porcon por nour.	
2 Person	\$30.00	
3 Person	\$24.00	
Group of 4	\$18.00	

CLINICS: ADULTS Per person per hour.

Level 1/Beginner & Level 2/Beginner-Low Intermediate

Minimum 5 / Maximum 8 Students per Class

Daily Cost \$15.00

CLINICS: JUNIORS Per person per hour.

Level 1/Beginner & Level 2/Beginner-Low Intermediate

Ages 7 to 16 are strategically put into groups determined by age and level of play.

Minimum 5 / Maximum 12 Students per Class

Daily Cost \$15.00

QUICK START TENNIS FORMAT CLINICS

The new way to play tennis for kids 10 and under

QST 1	Ages 5 to 6	30 minutes	4 students
QST 2	Ages 7 to 8	45 minutes	4 to 6 students
QST 3	Ages 9 to 10	60 minutes	4 to 8 students

Rates Per Child	
Daily Cost	\$15.00

\$175.00

No Refunds, Credit or Rescheduling for missed classes and missed classes do not carry over into the next session. Make-ups will be available due to inclement weather or instructor absence only.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

į	2001 11 5		
Name	anet M. Spraque of Recreation Service Provider	r/Sports Official	
1.	Which service(s) are you inter	rested in providing? Tennis P	rograms & Events
	including Junior &	rested in providing? Tennis P Adult Clinics, Lessons,	Round-Robins
2.	List prior work experience in	providing this service:	
	<u>Dates</u>	Agency/Company	<u>Representative</u>
	(A). 1/1/02-Present	USTA-Florida	Andy McFarland-
			Andy McFarland- Immed. Supervisor.
	Scope of Work		Contact #
	Promote & Develop Ten	nnis Programs (a)	386-671-8927
	grassroots level train	volunters to	
	provide tennis progr	ams, coordinate.	
	Provide tennis progr Jr. & Adult tennis p	orograms	
	<u>Dates</u>	Agency/Company	Representative
	$\frac{^{(B)}}{5/1995} - 10/2001$	GIRLSCOLOS OF USA	AUDREY ARTHUR
			Immed Supervisor.
		×	CAROL HRUG (1999-2001)
	Scope of Work		Contact #
	Recruit, appoint, train	ob Support	561-427-0177 (Audrey)
	volunteers to provid	e GirlScords	800.881-4475 (Carol

Sports programs @ brassroots evel

<u>Dates</u> 2006- 2008 2005	s/certificat		fication/educa		nt to provid	Contact #
List any licenses 2006- 2008 2005	s/certificat		fication/educa		nt to provid	
List any licenses 2006- 2008 2005	s/certificat		fication/educa		nt to provid	
List any licenses 2006- 2008 2005	s/certificat		fication/educa		nt to provid	
<u>Dates</u> 2006- 2008 2005			fication/educa			ling this service:
<u>Dates</u> 2006- 2008 2005			fication/educa			ling this service:
<u>Dates</u> 2006 - 2008 2005			fication/educa			ling this service:
<u>Dates</u> 2006 - 2008 2005			fication/educa			ling this service:
<u>Dates</u> 2006 - 2008 2005			fication/educa			ling this service:
<u>Dates</u> 2006 - 2008 2005			fication/educa			ling this service:
2006- 2008 2005	Present	License/certif	- /	<u>tion</u>	Location	
2008 2005	Present	PTR C	- /			n/Instructor
2008 2005				urrent-200	of Davido	na Beach/p
2005		MSia	U		'/ _ <i>/</i>	Beach Atlan
10000			Psycholog) /	•	
1000		B.S. in	Organiz. N	Vanagene	ent P	BAU
1995		C.D.A.(c	hild Der. As	soc. Crede	ntial)	PBCC
			•			
Are you or any o	of your em Departme	iployees related nt?	l to anyone en	aployed by th	ie Palm Bea	ich County Park
Yes	No					
If yes, giv						
MARKET 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ve name an	nd relationship.				:

DUCER	CERTIFIC	CATE OF LIABII				08/25/2008
DUCER	FAMILY FINANCIAL GROU	Serial # 24203 UP, LLC	I ONLY AND	CONFERS N	JED AS A MATTER OF I O RIGHTS UPON THE	CERTIFICATE
	5 WALTER FORAN BLVD FLEMINGTON, NJ 08822		ALTER TH	THIS CERTIFICA E COVERAGE A	ATE DOES NOT AMEND FFORDED BY THE POL	, EXTEND OR ICIES BELOW.
	908-782-4028 FAX 908-78	2-5203	INSURERS A	FFORDING COVE	ERAGE	NAIC#
RED	EAST COAST TENNIS FO	UNDATION			AL INSURANCE CO.	
	PO BOX 21885		INSURER B: A	CE USA		
	WEST PALM BEACH, FL	33422-1885	INSURER C:			
	#0168-03		INSURER D:			
ERAGES			INSURER E:			
AY PERTA	AIN. THE INSURANCE AFFORDE	OW HAVE BEEN ISSUED TO THE IN: I OF ANY CONTRACT OR OTHER DO D BY THE POLICES DESCRIBED HER AY HAVE BEEN REDUCED BY PAID C	DOUMENT WITH R	こうひとくせ ナヘ ババルバー	J TUIO CEDTICICATE 111V I	DE 10011EN AD
ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
-	ERAL LIABILITY			-	EACH OCCURRENCE	s 1,000,0
X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	70CP00142-071	12/31/07	12/31/08		s 100,0
	- Country Coun				· · · · · · · · · · · · · · · · · · ·	s 1.000.0
X	ATHLETIC/SPORTS					<u> </u>
	'L AGGREGATE LIMIT APPLIES PER:			·		
	POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	s 2,000,0
AUTO	OMOBILE LIABILITY ANY AUTO	70CP00142-071	12/31/07	12/31/08	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,0
77	ALL OWNED AUTOS SCHEDULED AUTOS		1		BODILY INJURY (Per person)	\$
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
				·	PROPERTY DAMAGE (Per accident)	\$
	AGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
1 A E. 1970 P	ÂÑŶ ÂUTÓ "				OTHER THAN EA ACC AUTO ONLY: AGG	\$
EXC	ESS/UMBRELLA LIABILITY	70EX000121-071	40.404.40			5,000,0
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				٠		5
	DEDUCTIBLE					
	RETENTION \$					·
ORKER'S	COMPENSATION AND				WC STATU- OTH-	
	RS' LIABILITY RIETOR/PARTNER/EXECUTIVE				EL EACH ACCIDENT	
FFICER/M	EMBER EXCLUDED?	į		i	EL DISEASE - EA EMPLOYEE	
yes, descri PECIAL PF	ROVISIONS below			1	EL DISEASE - POLICY LIMIT	
	NT/ MEDICAL COVERAG		12/31/07	12/31/08	AD&D \$25,000/ ACCIDEN' \$25,000/DED \$0 BENE.PE /AGG \$2,000,000	
ER LIA EAM TE S: OC I BEAC	ABILITY/ ACCIDENT INSUF ENNIS ADULT LEAGUES (TOBER 1 THROUGH DEC CH COUNTY BOARD OF C	MEXCLUSIONS ADDED BY ENDORSEMENT. RANCE PROGRAM. USTA FLOCAMPS, LESSO NS, CLINICS, EMBER 31, 2008 LOCATION: OUNTY COMMISSIONERS C/ CT TO THE ACTIVITIES OF TH	ORIDA SECTIO ROUND-ROBIN LAKE LYTAL 1 O PARKS AND	N. I EVENTS, COM LENNIS COURTS RECREATION D	S.	ED AS AN
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	•				D POLICIES BE CANCELLED BEF	
(PALM BEACH COUNTY BOAR C/O PARKS & RECREATION D 2700 6TH AVE SOUTH	D OF COUNTY COMMISSIONERS	NOTICE TO THE C	ERTIFICATE HOLDER	R WILL ENDEAVOR TO MAIL 3. NAMED TO THE LEFT, BUT FAILUF OF ANY KIND UPON THE INSURER	RE TO DO SO SHAL
L	LAKE WORTH, FL 33461 ATTN: CLIFF BATTIES		REPRESENTATIVE	s.		
1					ANTHONY FRANK	KLIN
	001/08)		<u> </u>		© ACORD CORP	ODATION 400



MAIL TO:

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

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

VENDOR REGISTRATION FORM

LEASE TIPE OR PRINT IN BEACK INK
[V] New Registration [] Change of Information
Headquarters (Legal Name) of Company: East Coast Tennis Foundation (nc. (Must match name to which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name: N/A (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 [v] Services Only [] Goods and Services
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 20-2394019
1. Please list below your Headquarters address information:
Address: P.O. Box 221885
city: West Palm Beach state/Province: Florida
Zip/Postal Code: 33422-1885 Country: USA
Main Phone Number: 561 686 1103
Contact Name: <u>Janet Sprague</u> E-mail Address: <u>east-coast-konis 1@ bell South</u> . net
Contact Phone Number: 561-686-1103 Alternate Phone Number: 561-385-7399
Contact Fax Number: 561686-1159 Alternate Fax Number: N/A
2. Please list below your <u>Payment Address/Accounts Receivable Department</u> information address if necessary, or check here if [v] 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:

City:	State/Province:
ip/Postal Code:	Country:
Main Phone Number:	
Contact Name:	E-mail Address: (E-mail Address may be used for Orders/Contracts)
	Alternate Phone Number:
Contact Fax Number:	Alternate Fax Number:
ame:	_ Position/Title:
Name:	_ Position/Title:
5. List Company Officials:	
Name: Ginger Howard-Smith	n Position/Title: President
Name: Joni Garman	Position/Title: Vice President
Name: <u>Debbie Lewis</u>	Position/Title: Treasurer.
Minority-Owned Business, pleas	rtified as a Small Business Enterprise or a se visit <u>www.pbcgov.com/osba</u> and download contact the Palm Beach County Office of 661) 616-6840
7. Affix Authorized Signature of Co	ompany Officer or Principal (Required for Registratio
	,
Print Name: Janet M. Sprague	e Title: Founder & Registered Agen

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: Janet Marie Sprague-Saint Hilaire
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.

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients
	Sections	415.111	relating to sexual misconduct with certain mental Health patients
	Sections	741.30	adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any
		141.50	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		.02.07	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		` ,	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
<u></u>			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
		00 5 100	person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	. Ω	26.04	incest
	_	27.03	child abuse, aggravated child abuse, or neglect of a child
		27.04	contributing to the delinquency or dependency of a child
	8	27.05	negligent treatment of children
	8	27.071	sexual performance by a child
	_ 8	43.01	resisting arrest with violence
	Chapter 8		obscene literature
	Section 8		encouraging or recruiting another to join a criminal gang
	Chapter 8	93	drug abuse prevention and control only if the offense was a felony or if any
	Section 9	05 4045	person involved in the offense was a minor
	-		sexual misconduct in juvenile justice programs
planation: (Pr	ovide details	of any items ini	itialed above. Attach another sheet if necessary.)
<u>scription</u>			<u>Dates</u>
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e above staten	nents are tru	e and complet	ete to the best of my knowledge. INITIAL:
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APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	Yesset Ahmed	
	Please print complete name	

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	-	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		707.04(0)	pending custody proceedings
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	•	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
***************************************		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
		704.011	school property
		794.011 794.041	sexual battery
	Chapter		prohibited acts of persons in familial or custodial authority (former)
	Section	708.02	prostitution lewd and lascivious behavior
	Chapter	90.02 900	lewdness and indecent exposure
	Section	806 01	arson
	Chapter	812	felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
 			person or disabled adult
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	Chapter 847	obscene literature
	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
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olanation: (Provi	de details of any items i	initialed above. Attach another sheet if necessary.)
scription		<u>Dates</u>
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		, the state of the
above statemer	its are true and compl	lete to the best of my knowledge. INITIAL:
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APPLICANT:	SKID JACKSON		
	Please print complete name		

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			prostitution
	Section	798.02	lewd and lascivious behavior
-	Chapter	800	lewdness and indecent exposure
	Section	806.01	arson
	Chapter		felony theft and/or robbery
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		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
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<u>escription</u>	<u>Dates</u>
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APPLICANT: Takeisha Leora St. (Saint) Hilaire.

Please print complete name

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	Chapter		prohibited acts of persons in familial or custodial authority (former)
	Section		prostitution
			lewd and lascivious behavior
	Chapter	906.01	lewdness and indecent exposure
	Section	000.01	arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102 825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
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By signing guilty or no charges unjurisdiction offenses. By signing Disqualify and true wi	g this section, I affinolo contendere (nonder the provisions on. I also affirm that Applicant's Sign this section, I declaing charges, acts or ith regard to any of	rm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another to I do not have a delinquency record that is similar to any of these lature OR are that my record may contain one or more of the foregoing offences and that the explanation I have provided is complete the above charges under the provisions of the Florida Statutes or nother jurisdiction.

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: Jairmiya Isaac St. Hilaire

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.

	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
· <u></u>		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
	··	` '	child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
·	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
٠		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	
	-	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
<u> </u>	_ Chapter		obscene literature
		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
xplanation: (Pr	ovide detail	s of any items i	initialed above. Attach another sheet if necessary.)
Description			
<u> </u>			<u>Dates</u>
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jurisdicti	on. I also	affirm tha	t I do not have a delinquency record that is similar to any of these
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Applicant's Social Security Number
Full Name (print) <u>Janet Marie Sprague</u> , sex F Race W Date of Birth 10-5-66 Driver's License No.
Address 2325 Redwood Rd
city West Palm Beach state FL zip 33409
I, <u>Janet Spague</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages of causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Janet Sprague Date: 8/23/08
Signature:



Applicant's Social Security Number
Full Name (print) Yusuf Ahmed Sex M Race B/K
Date of Birth 8/15/80 Driver's License No. A530-98-50-295-0
Address 1367 Fair Fax Civile E
City Boyatan Bch State FC. Zip 3343 6
I, <u>fusit</u> Almed , 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: YUSUF Ahmed Date: 8-26-08
Signature: Meser Orman



Full Name (print) SKP SACKSON SexM Race White Date of Birth 5-11-65 Driver's License No. 5250 -739 - 65 - 171 - 0 106 Chagall Circle Palm Boach State FC Zip 33409 I, SKIP JACKOW, 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.

Applicant's Social Security Number









aac
Full Name (print) Jairmiya St. Hilaire Sex M Race B
Date of Birth $11/10/91$ Driver's License No. $5346-429-91-410-0$
Address 2325 Redwood Rd
city West Palm Beach State FL zip 33409
I, Jairmiya St. Hila Gauthorize 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: Jairmiya St. Hilaire Date: 8/25/08
Signature:

Applicant's Social Security Number