# AGENDA ITEM CONTAINS MORE THAN 50 PAGES IT MAY BE VIEWED IN COUNTY ADMINISTRATION

Agenda Item #: 3.M.5.

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date:	February 24, 2009	[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 month of December.

- A) Aaron Banfield, Wheelchair Rugby, Therapeutic Recreation Complex. (BANF000101095204I); and
- B) Bernard Crawford, Wheelchair Rugby, Therapeutic Recreation Complex. (CRAW001901095204I); and
- C) John Bishop, Wheelchair Rugby, Therapeutic Recreation Complex. (BISH658001095204F); and
- D) Robert Lopez, Wheelchair Rugby, Therapeutic Recreation Complex. (LOPE003101095204D); and
- E) Donna Sebok, Wheelchair Rugby, Therapeutic Recreation Complex. (SEBOK12173601095204A); and
- F) Gordon Andrews, USA Head Swim Coach, Lake Lytal Pool. (ANDR00200209530200K); and
- G) Susan Allshouse, Tennis Instructor, West Boynton Park and Recreation Center. (ALLS1074100109525200E); and
- H) Susan Allshouse, Tennis Instructor, Caloosa Park. (ALLS10741001095201A).

**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 2 and 3 (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 (8)

Recommended by:	Demis Inthem	2/1/09
•	Department Director	Date
Approved by:	gan	2/12/09
	Assistant County Administrator	Date

#### 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- 84,871 (111,611) (1) -0- -0-	-0- 23,333 (29,167) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	(26,740)	(5,834)	0	0-	0
# ADDITIONAL FTE POSITIONS (Cumulative)		0			·
Is Item Included in Curre Budget Account No.:	Fund <u>0001</u>	L Departmen	No it <u>580</u> Unit urce <u>4721/47</u> 2	<u>various</u> 24/4726 Progra	am <u>N/A</u>

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

			FY2	009	FY2	010
	Contractor		Revenue	Expense	Revenue	Expense
Α	Aaron Banfield		\$3,200	\$630		
В	Bernard Crawford		*	\$630		
С	John Bishop		*	\$630		
D	Robert Lopez		*	\$630		
Ε	Donna Sebok		*	\$630		· · · · · · · · · · · · · · · · · · ·
F	Gordon Andrews		\$58,333	\$46,667	\$29,167	\$23,333
G	Susan Allshouse		\$22,230	\$15,561	· · · · · · · · · · · · · · · · · · ·	
Н	Susan Allshouse		\$27,848	\$19,493		
		Totals	\$111,611	\$84,871	\$29,167	\$23,333

\*Revenue included in Item #A

C.	Departmental Fiscal Review:	ckopela	kis	

#### **III. REVIEW COMMENTS**

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

Sould	2-16-09	I An. J- facout 2 vona
OKNB 38 7/ 10/01	2 N/9	Contract Development and Control
B. Legal Sufficiency:		This item complies with current County policies.

Assistant County Attorney

C. Other Department Review:

Department Director	,

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

G:\NBeale\AGENDAS\02-24-09 R&F ICA.doc



contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001416

DATE : 01/15/2009

## **CONTRACT INFORMATION**

BANF000101095204

NAME :

BANFIELD, AARON

VENDOR CODE:

BANF0001

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER : 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

**CONTRACT DATE:** 01/15/2009

START DATE :

01/22/2009

END DATE :

01/26/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY OFFICIAL

35.00 GAME

	RECREATION SERVICE	CES	
	VENDOR CODE: BANF0001	CONTRACI: BANF 0001 0109	5204 [
MC: PS:		CA: O A. DD:	

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

This Agreement is made as of the 14 day of 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Aaron Banfield, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>January 22, 2009</u> and will meet thereafter with the termination date of this agreement being <u>January 26, 2009</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$400.00 per team. Revenue Account No. 0001-580-5204- 4721-03.

#### 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 hundred thirty</u> Dollars (\$630.00). 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 \$35.00 or \_n/a % of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official .
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: January 23 January 25, 2009 .
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. 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.
- 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.
- 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:
	Nick Priolo PH: (561) 966-7020
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>Aaron Banfield</u>
	CONTRACTOR'S Address: 6313 Eagle Pointe Drive, Liberty Township, OH 45011
	CONTRACTOR'S Phone No. : _(561) 436-4351
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

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

responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

this Agreement.

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Name Berle	Enlee
SIGNATURE	DEPARTMENT DIRECTOR
Mancy Beale	
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Jacke Lambert	an m
SIGNATURE	SIGNATURE
Jackie lambert	AARON BANFIED - HERD OFFICIAL
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

LEGAL SUFFICIENCY

COUNTY ATORNEY

#### Scope of Service Wheelchair Rugby Tournament Aaron Banfield

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

TE OI V	Ron Ban ecreation Serv	vice Provider/S	ports Official	Discount of the second		
Whi	ich service(s) a	are you interes	ted in providing?	Ruan Rugby		· · · · · · · · · · · · · · · · · · ·
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List	prior work ex	xperience in pr	oviding this service:	· · · · · · · · · · · · · · · · · · ·		
(A).	<u>Dates</u> ∐⊘7		Agency/Company PBC POR		Representative	
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<u> </u>	1105					
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(B).		y Official 1			Representative  Contact #	

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
<i>Oj</i> .		
Scope of Work		Contact #
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	fication/education you have completed r	
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
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Dates      64  Are you or any of you nd Recreation Depar	License/certification/education  A Level Configuration	Location/Instructor
Dates    o   o     o     o     o     o     o     o     o     v     o     v     o     v     o	License/certification/education  A Level Certification/education  ar employees related to anyone employed extment?	Location/Instructor
Dates    64  Are you or any of you and Recreation Depar	License/certification/education  A Level Certification/education  ar employees related to anyone employed rement?	Location/Instructor
Dates  [   6    Note the second of the seco	License/certification/education  A Level Certification/education  ar employees related to anyone employed rement?	Location/Instructor



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) AAPON BANGE Sex M Race W
Date of Birth <u>VZ[5[76</u> Driver's License No
Address 63(3 Eagle Pt Dr
City Liberty Twp State OH Zip 4501(
I, Agas Bashe , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Afron Banfre W Date: 12/27/08
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:

Apron Banfield

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
•		* 5	battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
	•	784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
	,		school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter	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
			VI , which was a series

	826.04 827.03 827.04			
	827.03	incest		
		child abuse, aggravated child	shuse or neglect of a child	
	027.0T	contributing to the delinquent	cy or dependency of a child	
	827.05	negligent treatment of childre	ey or dependency of a cilita	
	827.071	sexual performance by a child		
	843.01	resisting arrest with violence		
	Chapter 847	obscene literature		
	Section 847.05(1)	encouraging or recruiting ano	other to join a criminal gang	
	Chapter 893	drug abuse prevention and co	ontrol only if the offense was a fe	lony or if any o
		person involved in the offense	e was a minor	long of it uny
	Section 985.4045	sexual misconduct in juvenile		•
planation: (Prov	ride details of any items in	itialed above. Attach another sheet i	f necessary.)	•
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By signing	, this section, I affin	m that I have not been charg	ged, found guilty or entered	a plea of
guilty or n	olo contendere (no d	contest), regardless of the ac	diudication, to any of the fo	regaing
charges ur	der the provisions c	of the Florida Statutes or und	der any similar statute of ar	other
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offenses.		<u>OR</u>	Date	
offenses.  By signing	this section, I decla	OR  are that my record may cont.	Date ain one or more of the fores	going
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contract



Palm Beach County Parks and Recreation Dept. Contract Tracking System 0000001415

DATE : 01/15/2009

#### **CONTRACT INFORMATION** Active

CRAW001901095204 I

NAME :

CRAWFORD, BERNARD

VENDOR CODE:

CRAW0019

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

**CONTRACT DATE:** 01/15/2009

START DATE :

01/22/2009

END DATE :

01/26/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY OFFICIAL

35.00 GAME

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MC: PS:	FSS: W CC:	( CA: 09)	DD(W)
ACCOUNT: 0001-580-5204-3422	VENDOR CODE: CRAW0019	S CONTRACT: CRAWDOIG	010952041
ACCOUNTS 0004 F00 F004 M/00			
	RECREATION SE	RVICES	

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

This Agreement is made as of the // day of / 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Bernard Crawford, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>January 22, 2009</u> and will meet thereafter with the termination date of this agreement being <u>January 26, 2009</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$400.00 per team. Revenue Account No. 0001-580-5204- 4721-03.

#### 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 hundred thirty</u> Dollars (\$630.00). 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 \$35.00 or <u>n/a</u>% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: January 23 January 25, 2009 .
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. 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.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with \_7\_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

*	
10.	Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
	Nick Priolo PH: (561) 966-7020
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: Bernard Crawford .
	CONTRACTOR'S Address: 561 Kingsbury Court, Wellington, Florida 33414 .
	CONTRACTOR'S Phone No. : (561) 790-0516
14.	Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15.	<u>Availability of Funds</u> : The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16.	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

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

responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of

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

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

this Agreement.

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

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  A / A / A / A / A / A / A / A / A / A	DEPARTMENT DIRECTOR
NAME (TYPE OR PRINT)  CONTRACTOR WITNESS	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)  INDEPENDENT CONTRACTOR
SIGNATURE  Jackie Lambert  NAME (TYPE OR PRINT)	SIGNATURE  Berhard Crawford  NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

#### Scope of Service Wheelchair Rugby Tournament Bernard Crawford

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

		CRANTO				
of Re	creation Ser	vice Provider	/Sports Official			
Whic	ch service(s)	are you inter	ested in providing?			
	WHEE	CHAIR	RUBBY REKRES	5		
		<b>,</b>	,			
List	prior work e	experience in	providing this service:			
Z41 :	<u>Dates</u>		Agency/Company		<u>Representative</u>	
(A).	2000 -	Evol		•		
	10	LOCK N	Rock			
				*		
Scon	e of Work				Contract #	• .
<u> </u>	<u> </u>				Contact #	
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	<u>Dates</u>		Agency/Company		Representative	
<i>(B)</i> .		•				
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Cass	a of W					
<u>scope</u>	e of Work				Contact #	

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	<u>Dates</u> (C).	Agency/Co	<u>ompany</u>	<u>Representative</u>	
	<u> </u>				·
	Scope of Work			<u>Contact ‡</u>	<u>ŧ</u>
3.	List any licenses/certific				
	<u>Dates</u>	License/certificat	ion/education	vant to providing this <u>Location/Instruc</u>	
			ion/education		
	<u>Dates</u>	License/certificat	ion/education		
	<u>Dates</u>	License/certificat	ion/education		
4.	Dates  Dool  Are you or any of your	License/certificate USQRAA  LEVER B	ion/education	Location/Instruc	<u>ctor</u>
4.	Dates Vool	License/certificate USQRA  LEVER B  employees related to a nent?	ion/education  Office fr	Location/Instruc	<u>ctor</u>
4.	Dates  Dool  Are you or any of your of and Recreation Departs  Yes	License/certificate USQRA  LEVER B  employees related to a nent?	ion/education  Office fr	Location/Instruc	<u>ctor</u>
4.	Dates  Dool  Are you or any of your of and Recreation Departs  Yes	License/certificate USQRAA  LEVER B  employees related to a nent?  No	ion/education  Office fr	Location/Instruc	<u>ctor</u>
4.	Dates  Dool  Are you or any of your of and Recreation Departs  Yes	License/certificate USQRAA  LEVER B  employees related to a nent?  No	ion/education  Office fr	Location/Instruc	<u>ctor</u>
4.	Dates  Dool  Are you or any of your of and Recreation Departs  Yes	License/certificate USQRAA  LEVER B  employees related to a nent?  No	ion/education  Office fr	Location/Instruc	<u>ctor</u>



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) BERNARD CRAWFORD Sex M Race W
Date of Birth 1/11/49 Driver's License No. <u>C616</u> 083 490110
Address 561 KINGSBURY CT
City WELLINGTON State FL Zip 33414
I, <u>BERNARD</u> <u>CRAWFORD</u> authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials from an adjust 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: BERNARD CRAWFORD Date: \$12/22/09 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:

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
	11	784.011	assault, if the victim of offense was a minor
-		784.021	aggravated assault
-	<del></del>	784.03	battery, if the victim of offense was a minor
_	<del></del>	784.045	aggravated battery
_		787.01	kidnapping
_		787.02	false imprisonment
_	<del></del>	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		#0# 0.1/a\	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		700 115(1)	child at a custody hearing or delivering the child to the designated person
_	- //	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
_		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
		704.011	school property
_		794.011	sexual battery
	Chamtan	794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter Section		prostitution
			lewd and lascivious behavior
			lewdness and indecent exposure
-	Section Chapter		arson
-	Sections		felony theft and/or robbery
		825.102	fraudulent sale of controlled substances, if the offense was a felony
-		825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		025,1025	lewd or lascivious offenses committed upon or in the presence of an elderly
	•	825.103	person or disabled adult
_		023.103	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
	. <del>"</del>	person involved in the offense was a minor
	Section 985.4045	sexual misconduct in juvenile justice programs
Explanation: (Pro	ovide details of any items	initialed above. Attach another sheet if necessary.)
Description		Trader another sheet if necessary.)
<u>Description</u>		<u>Dates</u>
		1
The above statem	ents are true and compl	lete to the best of my knowledge. INITIAL:
75		
By signing	g this section, I affin	rm that I have not been charged, found guilty or entered a plea of
guilty of I	iolo contendere (no	Contest), regardless of the adjudication to any of the foregoing
charges ur	nder the provisions	of the Florida Statutes or under any similar statute of another
jurisdictio	n. I also affirm tha	at I do not have a delinquency record that is similar to any of these
offenses.	also allilli illa	a 1 do not have a definquency record that is similar to any of these
origination.	11 11	
	Delental	
	M-100/1-	12/22/00
	Applicant's Sign	nature 12/22/of
1 /	Ppringuitt o Bigi	Date
		<u>OR</u>
By signing	this section, I declar	are that my record may contain one or more of the foregoing
Disquality	ing charges, acts or	Offences and that the explanation I have provided in a surely
and true wi	ith regard to any of	the above charges under the provisions of the Florida Statutes or
under anv	similar stature of an	nother invisions of the Florida Statutes or
	same statute of all	ionici jurisuiciion.
	Applicant's Signatu	ire
	LL	Date
L		·



Palm Beach County Parks and Recreation Dept. Contract Tracking System 0000001414

DATE : 01/15/2009

#### **CONTRACT INFORMATION** Active

BISH658001095204 F

NAME :

BISHOP, JOHN

VENDOR CODE:

BISH6580

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

**CONTRACT DATE:** 01/15/2009

START DATE :

01/22/2009

END DATE :

01/26/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY OFFICIAL

35.00 GAME

ACCOUNT: 0001-580-5204-3422 VENDOR COL					
NIK .	DE: BISH6580	CONTRA	BISH 658001	109 52 OH F	
MC: PS: FSS: Y	y cc:		A:	DD: ()(w)	10.12

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

This Agreement is made as of the 14 day of 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and 30hn Bishop 30hn, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>January 22, 2009</u> and will meet thereafter with the termination date of this agreement being <u>January 26, 2009</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$400.00 per team. Revenue Account No. 0001-580-5204-4721-03.

#### 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 hundred thirty</u> Dollars (\$630.00). 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 \$35.00 or <u>n/a</u>% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: January 23 January 25, 2009 .
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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.
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- 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.
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- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

,	
10.	<u>Exhibits</u> : If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
	Nick Priolo PH: (561) 966-7020
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: <u>John Bishop</u>
	CONTRACTOR'S Address: 5861 White Cypress Drive, Lake Worth, Florida 33467
	CONTRACTOR'S Phone No. : <u>(561) 964-1712</u>
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.
	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.
	<u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Manual Reale	Ericale
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Jacki Lambert	John Burn
SIGNATURE SIGNATURE	SIGNATURE SIGNATURE
Jacki Lambert	John Burn

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Anne Odelsant

#### Scope of Service Wheelchair Rugby Tournament John Bishop

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Whic	h service(s) are yo	ou interested in providing? Rugby Official	
List p	rior work experie	ence in providing this service:	
<i>(</i>	<u>Dates</u>	Agency/Company	<u>Representative</u>
(A).	Jan. 2003	Knock & Roll Wheelchair Rugby Tournament	Jupiter, FL
	Jan. 2006	Knock & Roll Wheelchair Rugby Tournament	Jupiter, FL
	Jan. 2007-2008	Knock & Roll Wheelchair Rugby Tournament	Lake Worth, FL
Scope	of Work		Contact #
Offici	ate rugby game		
	Dates	Agency/Company	Representative
<i>B)</i> .		rigency company	Kepresentative
			<u> </u>
	of Work		Contact #

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
	<u> </u>	
Scope of Work		<u>Contact #</u>
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List any licenses/certi	ification/education you have completed rela	want to providing this so
List any licenses/certi <u>Dates</u>	ification/education you have completed rele	vant to providing this ser
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> 1998	License/certification/education  USQRA/ Birmingham, AL  ar employees related to anyone employed by	Location/Instructor
<u>Dates</u> 1998  Are you or any of you and Recreation Depar	License/certification/education  USQRA/ Birmingham, AL  ar employees related to anyone employed by	Location/Instructor Tres Smith
Are you or any of you and Recreation Depart	License/certification/education  USQRA/ Birmingham, AL  ur employees related to anyone employed by the street.	Location/Instructor
Are you or any of you and Recreation Depart	License/certification/education  USQRA/ Birmingham, AL  ur employees related to anyone employed by the strent?  X No	Location/Instructor

And the second



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) John P. Bishop Sex_M_ RaceW_
Date of Birth03/18/57
Address5861 White Cypress Drive
City <u>Lake Worth</u> State <u>Florida</u> Zip <u>33467</u>
I, <u>John P. Bishop</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: John P. Bishop Date: December 22, 2008
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:	John Bishop
	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		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
<del></del>		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		, 52.67	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
		707.04(2)	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	. •	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections		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 ch	ild abuse, or neglect of a child	i
·	827.04	contributing to the delinqu	ency or dependency of a child	1
	827.05	negligent treatment of chil		
	827.071	sexual performance by a cl	hild	
	843.01	resisting arrest with violen	ce	
	Chapter 847	obscene literature		
	_ Section 847.05(1)	encouraging or recruiting a	nother to join a criminal gang	,
	Chapter 893	drug abuse prevention and	control only if the offense wa	s a felony or if any othe
		person involved in the offe		is a readily of it any other
·	Section 985.4045	sexual misconduct in juver		
Explanation: (P	Provide details of any items	initialed above. Attach another she	et if necessary.)	
Description		•		
<u> </u>			<u>Dates</u>	
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The above state	ements are true and comp	lete to the best of my knowledge	e. INITIAL:	
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contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001413

DATE : 01/15/2009

#### **CONTRACT INFORMATION** Active

LOPE003101095204 D

NAME :

LOPEZ, ROBERT

VENDOR CODE:

LOPE0031

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

**CONTRACT DATE :** 01/15/2009

START DATE :

01/22/2009

END DATE :

01/26/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY OFFICIAL

35.00 GAME

ACCOUNT: 0001-581	0-5204-3422 V	ENDOR CODE: LOPEO	031	CONTRACT:	E003/010	95704D
MC()	PS:	FSS: No	CC: AS	CA: ()	OJ DE	): ( W)

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

This Agreement is made as of the // day of / daw, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Robert Lopez, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>January 22, 2009</u> and will meet thereafter with the termination date of this agreement being <u>January 26, 2009</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$400.00 per team. Revenue Account No. 0001-580-5204- 4721-03.

#### 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 hundred thirty</u> Dollars (\$630.00). 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 \$35.00 or <u>n/a</u> % of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: January 23 January 25, 2009
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with \_7\_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

•	
10.	<b>Exhibits:</b> 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:
	Nick Priolo PH: (561) 966-7020
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: Robert Lopez
	CONTRACTOR'S Address: 24 Carol Lane, Clifton, NJ 07012
	CONTRACTOR'S Phone No. : (973) 246-3032
14.	Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15.	<u>Availability of Funds</u> : The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16.	<u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17.	<u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida

Department of Management Services within the 36 months immediately preceding the date hereof. This notice is

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

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 WITNESS	PALM BEACH COUNTY  Color Carlo
NAME (TYPE OF PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR  COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
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CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS  SIGNATURE  SIGNATURE	INDEPENDENT CONTRACTOR  Robert & Lyn  SIGNATURE

APPOOVED AS TO FORM AND LEGAL SUFFICIENCY

Inne Regent COUNTY ATTORNEY

#### Scope of Service Wheelchair Rugby Tournament Robert Lopez

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

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	Scope of Work Regionals, Section	ruls + Nextronals ce 1992	Contact #  (856) 491-4210  drasonsedge Cjuno,
	<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
	Scope of Work		Contact #

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).		
Scope of Wor	<u>k</u>	Contact #
		<u> </u>
List any licenses/cer	tification/education you have completed rele	vant to providing this service:
<u>Dates</u> 10/22/94	License/certification/education IWRF Certification	Location/Instructor  San Dreso Ca Tu  La R
Are you or any of yo	ur employees related to anyone employed by	the Palm Beach County Par
and Recreation Depa	artment?	the Palm Beach County Par
and Recreation Depa	artment?	the Palm Beach County Par

•



Contractor Background Screening Consent/Release Form

Robert E. Lopez Carol Lane State <u>VJ</u> zip <u>0701</u>2 E Lopez, 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. Kobert E. Lopez Date: 12/22/08

Applicant's Social Security Number

# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Robert E. Lopez	
	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		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

826	5.04 incest		
827		ed child abuse, or neglect of a child	1
827	contributing to the de	elinquency or dependency of a child	i
827	negligent treatment o	f children	
	sexual performance b		
843	Training arrest With	riolence	
Chapter 847			
Section 847 Chapter 893		iting another to join a criminal gang	3
Chapter 893	S Fro . care.	n and control only if the offense wa	is a felony or if any other
Section 985		e offense was a minor juvenile justice programs	
	any items initialed above. Attach anoth	er sheet if necessary.)	
<u>Description</u>		<u>Dates</u>	
charges under the pro-	n, I affirm that I have not been lere (no contest), regardless of visions of the Florida Statutes firm that I do not have a delind	f the adjudication, to any of the	ne foregoing
Robert	E Long	12/22/18	
Applica	nt's Signature	Date	
	<u>OR</u>		
	<u>UR</u>		
and true with regard to	n, I declare that my record may acts or offences and that the any of the above charges under of another jurisdiction.	explanation I have provided is	s complete
Applicant's	Signature	Date	

contract



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001412

DATE : 01/15/2009

## CONTRACT INFORMATION Active

SEBOK12173601095204 A

NAME :

SEBOK, DONNA

VENDOR CODE:

SEBOK121736

INSTRUCTOR:

RUGBY OFFICIAL

ACCOUNT NUMBER :

0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

01/15/2009

START DATE :

01/22/2009

END DATE :

01/26/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

WHEELCHAIR RUGBY OFFICIAL

35.00 GAME

ACCOUNT: 0001-580-5204-3422 VENDOR CODE: VC0000121736 CONTRACT; SEBOK 121736 O TORSJOY A  MC: PS: FSS: V CC: CA: Q. PA. DD: V				RE	CREAT	ION SE	RVICES							
MC: A PS: FSS: Y CC: A CA: Q. H. DD: W			. VEI	NDOR CODE	E: AC0000.	121736	COF	VTRACT:	BOKI	2178	60	1017	5704	1A
	MC: 🗸	PS:	F	:SS: 8	Y	CC:	<b>V</b>	CA:	2.94.		DD	州	<u> </u>	

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

This Agreement is made as of the <u>III</u> day of <u>fam.</u>, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Donna Sebok</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>January 22, 2009</u> and will meet thereafter with the termination date of this agreement being <u>January 26, 2009</u>.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$400.00 per team. Revenue Account No. 0001-580-5204- 4721-03.

#### 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 hundred thirty</u> Dollars (\$630.00). 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 \$35.00 or <u>n/a</u>% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: January 23 January 25, 2009.
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. 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 <u>7</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:
	Nick Priolo PH: <u>(561) 966-7020</u>
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: <u>Donna Sebok</u>
	CONTRACTOR'S Address: 23512 W Grinton Drive, Plainfield, Illinois 60586
	CONTRACTOR'S Phone No. : <u>(847) 372-1092</u> .
14.	Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15.	<u>Availability of Funds</u> : The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16.	<u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Jany Beale SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
MAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Say New Loundert	Dould Stol
Jackie lambert	DUNNA LSEBOR
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

#### Scope of Service Wheelchair Rugby Tournament Donna Sebok

A wheelchair rugby tournament will be officiated by a referee. The referee will officiate during the tournament to ensure that all wheelchair rugby rules will be followed. The referee will also ensure that the tournament is fair and safe for all competitors.

Duties of the referee include: create a safe and fair environment for the competitors and enforce all rules of wheelchair rugby.

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Prov	ider/Sports Official			
Which service(s) are you i	nterested in providing?_			
REFERE	E FOR QUA	D RUGI	BY	
List prior work experience	e in providing this servic	e:		
<u>Dates</u>	Agency/Compa	<u>ny</u>	Representa	ative
(A). 12-6-08	(RIC)		IWR	F
12-8-08	Chicago T.	ournan	ent	
12-8-08	Chicago T. Rehab Inst	itute à	Chicago	·
G CW 1		1		
Scope of Work		41.	<u>Contact#</u> CARR 302	001
KEPEREE		MITCH	CARR 312	-1110
· · · · · · · · · · · · · · · · · · ·				
<u>Dates</u>	Agency/Compa	nv	Representa	ıtive
(B). 12-12-08		·	Aaron Ba	
±D.				<i>O</i>
12-14-18				
1011 0				
Scope of Work			Contact #	
SEPEREE		7	PAVIS 260	211/17

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).		
***************************************		
	A CONTRACTOR OF THE CONTRACTOR	
Scope of	<u>Work</u>	<u>Contact #</u>
***************************************		
List any licenses	/certification/education you have comple	ted relevant to providing this se
zist any nechoes	- The state of the	
		I postion/Instructo
<u>Dates</u>	License/certification/education	<u>Location/Instructo</u>
		<u>Location/Instructo</u> North Dakota
	License/certification/education	North Dakota
	License/certification/education	Location/Instructo  North Dakota  Columbus  Onio
	License/certification/education  Certified by IWR  re-certified by	F North Dakota Columbus Onio
	License/certification/education  Certified by IWR  re-certified by	F North Dakota Columbus Onio
	License/certification/education  Certified by IWR  re-certified by	F North Dakota Columbus Onio
	License/certification/education  Certified by IWR  re-certified by	F North Dakota Columbus Onio
	License/certification/education  Certified by IWR  re-certified by	F North Dakota Columbus Onio
Dates 1991 1998  Are you or any o	License/certification/education  Certified by IWR  re-certified by  Intentional Wheel  Rugby Associate  of your employees related to anyone emp	North Dakota Columbus Onio  Chair  Con  Chair
<u>Dates</u> 1991 1998	License/certification/education  Certified by IWR  re-certified by  Intentional Wheel  Rugby Associate  of your employees related to anyone emp  Department?	North Dakota Columbus Onio  Chair  Con  Chair
Dates 1991 1998  Are you or any o	License/certification/education  Certified by IWR  re-certified by  Intentional Wheel  Rugby Associate  of your employees related to anyone emp  Department?	North Dakota Columbus Onio  Chair  Con  Chair
Dates  1991  1998  Are you or any of and Recreation 1  Yes	License/certification/education  Certified by IWR  re-certified by  Intentional Wheel  Rugby Associate  of your employees related to anyone employees related to anyone employees.  No	North Dakota Columbus Onio  Chair  Con  Chair
Dates  1991  1998  Are you or any of and Recreation 1  Yes	License/certification/education  Certified by IWR  re-certified by  Intentional Wheel  Rugby Associate  of your employees related to anyone emp  Department?	North Dakota Columbus Onio  Chair  Con  Chair
Dates  1991  1998  Are you or any of and Recreation 1  Yes	License/certification/education  Certified by IWR  re-certified by  Intentional Wheel  Rugby Associate  of your employees related to anyone employees related to anyone employees.  No	North Dakota Columbus Onio  Chair  Con  Chair



# Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) DONNA LOUISE SEBOK Sex F Race V
Date of Birth <u>2/5/69</u> Driver's License No. <u>\$120-1726-9636</u>
Address 23512 W GRINTON Dr
City PLAINMERO State 1L Zip LOSSE
I, Donna Sebok , authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials fre and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages o 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: DONNA SEBOK Date: 12-15-08
Signature: DML & Shler

# 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:	DONNA L SEBOR	
	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		lewd and lascivious behavior
	Chapter	4 4	lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
			1 The state of diagrams, if the offense was a felony

	826.04	incest		
	827.03		d abuse, or neglect of a child	
	827.04	contributing to the delinquer	ncy or dependency of a child	
	827.05	negligent treatment of childr		
	827.071	sexual performance by a chi		
	843.01	resisting arrest with violence		
<del>,</del>	Chapter 847	obscene literature		
·	Section 847.05(1)	encouraging or recruiting an	other to join a criminal gang	
***************************************	Chapter 893	drug abuse prevention and co	ontrol only if the offense was a felon	y or if any ot
	G	person involved in the offens	se was a minor	•
	Section 985.4045	sexual misconduct in juvenil	e justice programs	
xplanation: (Pro	ovide details of any items ini	itialed above. Attach another sheet	if necessary.)	
escription			Dates	
By signin	a this section. Laffirm	a that I have a time to	1.0	
charges u	nder the provisions of	ontest), regardless of the act the Florida Statutes or und	ged, found guilty or entered a p djudication, to any of the foreg der any similar statute of anoth y record that is similar to any o	oing er
	OLD ISM	1.	12.15.0	
(-)	may sol	,	10-15-08	
	Applicant's Signat	ture	Date	
		<u>OR</u>		
By signing	this section. I declar	e that my record	6.1 6	
Disqualify	ing charges, sets on a	c that my record may conta	ain one or more of the foregoin	g
and true vy	ith maximal to some Cul	mences and that the explan	nation I have provided is compl	ete
and true w	ith regard to any of the similar stature of anor	ne above charges under the	provisions of the Florida Statu	ites or
	- and of another	mor jurisuremon.		
	Applicant's Signature		Date	
1			Date	]

### INTEROFFICE COMMUNICATION

PARKS AND RECREATION DEPARTMENT 2700 6<sup>th</sup> AVENUE SOUTH LAKE WORTH FL 33461



TO:

Carla Smart

FROM:

Bebe Zwan

TEL:

561-966-6696

DATE:

01/22/09

RE:

Encumbrance - Gordon Andrews - ANDR00200209530200K

Message:

Carla,

Please encumber the attached contract as follows:

FY 2009 (8 months)

\$46,666.64

FY 2010 (4 months)

\$23,333.36

\$70,000.00

Thank you.

COPY

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001417

DATE : 01/22/2009

# CONTRACT INFORMATION Active

ANDR00200209530200K

Certificate of Insurance

NAME :

ANDREWS, GORDON

**VENDOR CODE:** 

ANDR0020

INSTRUCTOR:

USA HEAD SWIM COACH

ACCOUNT NUMBER :

0001-580-5302-00-3422

LOCATION:

LAKE LYTAL FAMILY AQUATIC CENTER

PROGRAM:

SWIMMING

CONTRACT DATE :

01/06/2009

START DATE :

02/01/2009

END DATE :

01/31/2010

CONTRACT AMOUNT:

70,000.00 REVENUE AMOUNT:

70,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

70,000.00 AMOUNT LEFT :

70,000.00

ASSIGNED CATEGORIES:

USA HEAD SWIM COACH

0.80 PCT



#### Department of Parks and Recreation

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

#### **Palm Beach County Board of County** Commissioners

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Mary McCarty

Jess R. Santamaria

Addie L. Greene

#### **County Administrator**

Robert Weisman



"An Equal Opportunity Affirmative Action Employer'

### INTER-OFFICE COMMUNICATION

PARKS & RECREATION DEPARTMENT

TO:

Bob Weisman

THRU:

Dennis Eshleman, Director
Parks & Recreation Anne Helfant, Assistant County Attorney

FROM:

Dave Lill, Director
Aquatics Division

DATE:

January 6, 2009

RE:

INDEPENDENT CONTRACTOR AGREEMENTS

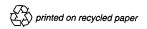
Board Resolution R2002-2103 as amended by Resolution adopted by the Board of County Commissioners on 03/13/07, authorizes the County Administrator or the Director/Assistant Director of Parks and Recreation to execute standard independent contractor agreements for the provision of recreation instructors.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

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

Gordon Andrews, USA Competitive Head Swim Coach, Lake Lytal Aquatic \$70,000.00 Center

Please execute the attached contract.

Thank you.



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

This Agreement is made as of the 6\_ day of 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Gordon Andrews. an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

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

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

- Term: The class, activity or service will begin on February 1, 2009 and will meet thereafter with the termination date of this agreement being January 31, 2010.
- 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): \$40.00 - \$85.00 per participant per month. Revenue Account No. 0001-580-5302-4724-02.

#### 3. Payments To Contractor:

- The total amount to be paid by the COUNTY under this Contract for all services and materials shall a. not exceed a total contract amount of <u>Seventy Thousand Dollars</u> (\$70,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$ N/A or 80 fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: USA Competitive Head Swim Coach
- b.
- Day(s)/Date(s) Scheduled: Monday Saturday per the attached scheduled: Various par the C.
- Time Scheduled: Various per the attached schedule d.
- Location: Lake Lytal Family Aquatic Center e.
- f. A minimum of 60 and a maximum of 150 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

\* C \* C \* T

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with 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:
- Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 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. <b>County Representative:</b> The County Representative	for this CONTRACT is:
Jason Walsh, Facility Manager	PH: <u>561-684-2685</u>

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

Director of Special Facilities & Beaches Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461

and II	sent	to the	CON	IRACI	OR	snall	be mailed	to:

CONTRACTOR'S Name:	Gordon Andrews	٠
CONTRACTOR'S Address:_	5448 Berry Blossom Way E, WPB, FL 33415	÷
CONTRACTOR'S Phone No.	561-689-7120	

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Wan and Barle	DHL En Goe
NANCY BEALE	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Lan Walsh	Hocher malie
SIGNATURE	CONATOR
Jasen Walsh	Gardon Andrews-Concid
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Odelant
COUNTY ATTORNEY

#### **SCOPE OF SERVICES**

The basic requirements for the USA Swimming Head Coach (CONTRACTOR) are as follows:

#### A. Scope of Work

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive swim programs. CONTRACTOR must organize and supervise the competitive swim program as well as instruct and train the participants in competitive swimming. CONTRACTOR is responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming; and technical instruction of competitive swimmers. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions. CONTRACTOR will supervise swimmers at practices and meets; will oversee the entry of swimmers in sanctioned USA competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming. The COUNTY will pay for the annual membership to USA swimming upon receipt of the invoice sixty days prior to due date.

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. Prior to swimmers entering the water perform a water test with facilities test kit for chemical levels in the water, if chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, swimmers should not enter the pool. 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 practice sessions when conditions are unsafe or as directed by the Facility Manager or designee.

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 Exhibit 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 American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

Contractor will conduct team practices only with the supervision of Palm Beach County Pool Lifeguards on stand.

Contractor will adhere to the practice schedule agreed upon in advance by the Facility Manager unless arrangements have been made for special needs or events.

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

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 provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide the facility manager with a list of registered USA Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month. The COUNTY will provide assistance by collecting delinquent payments from participants.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

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)

#### B. Use of Premises

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

CONTRACTOR must submit written requests for lane 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 office and storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the facility each morning in conjunction with scheduled facility staff for the USA Swimming competitive program when utilizing the facility prior to the facility's opening to the general public. The CONTRACTOR shall also close and secure the facility each evening in conjunction with scheduled facility staff if the program conclusion is after operational hours.

The Parks and Recreation Department will provide a work area for the Head Coach to utilize during USA Swimming program hours.

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.

#### C. 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.

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

#### D. 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.

#### E. Payments To Contractor

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

#### F. Role of Parents' Organization

The Parents' Organization is established to support the general swim team in all its activities, such as the hosting of swim meets, award banquets, team social outings, the purchase of team uniforms, the coordination of team travel to away meets and fundraising events. The Parents' Organization is governed by an elected Board of Directors. General membership to the organization is open to parents of age-group participants in the swim program. The Parents' Organization should annually prepare a budget for general team needs and home pool team activities that benefit the team as a whole.

#### G. Role of Head Coach with Parents' Organization

The Head Coach is an independent contractor with Palm Beach County, and as such, is not permitted to be a member, voting or non-voting, of the Parents' Organization. The role of the coach is to provide training to participants, recommend equipment purchases which will enhance the program, and to recommend swim meets and other similar competitive or fund raising opportunities to the Board of Directors. The Head coach or other coaching staff may not influence, intimidate, or compellingly request involvement with the organization through verbal or written materials.

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X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
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#### ATTACHMENT TO USA SWIMMING CERTIFICATE

#### ADDITIONAL NAMED INSUREDS:

- United States Swimming, Inc. Member Clubs for Insured Activities.
   (Please Note: Member Clubs must be in good standing, which means that all athletes and all coaches must be United States Swimming members.)
- 2. Any **Member** of United States Swimming, Inc., or volunteer, while acting on behalf of and with the approval of the Board of Directors of United States Swimming, Inc.

#### **DEFINITIONS:**

- 1. United States Swimming, Inc. Member Clubs are clubs that are members in good standing with United States Swimming, Inc. and whose athletes and coaches are members of United States Swimming, Inc.
- 2. Sanction as defined by United States Swimming, Inc. Rules and Regulations.
- 3. Approved Meet as defined by United States Swimming, Inc. Rules and Regulations.

#### **INSURED ACTIVITIES:**

- A. Swimming events where a United States Swimming, Inc. Sanction has been issued.
- B. United States Swimming, Inc. Approved Meets.
- C. Swimming practices where all participating athletes and coaches are members of United States Swimming. Must be held under the sole and direct supervision of United States Swimming, Inc. Member Coaches. (including dry land training such as weightlifting.)
- D. Swimming tryouts under the sole and direct supervision of United States Swimming, Inc. Member Club Coaches. May not last for a period of more than thirty (30) consecutive calendar days in a 12-month period, for any individual.
- E. Learn to Swim Program where all participating athletes and coaches are members of United States Swimming, Inc. Must be held under the sole and direct supervision of United States Swimming, Inc. Member Coaches.
- F. United States Swimming, Inc. contracted Swim-A-Thons.
- G. United States Swimming, Inc. approved social events where alcoholic beverages are not sold.
- H. United States Swimming, Inc. approved fund raising activities.

### ATTACHMENT TO USA SWIMMING CERTIFICATE

POLICY NUMBER: 011-2834

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSUREDS - BLANKET OWNERS AND/OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy # 1638683 is amended to include as an additional insured any person or organization of the types designated below and as evidence by a Certificate of Insurance issued for you by us or on our behalf, but only with respect to liability arising out of your operations:

- 1. Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - A. This insurance applies only to an occurrence which takes place while you are occupying in the premises;
  - B. This insurance does not apply to Bodily Injury or Property Damage resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;
  - C. This insurance does not apply to any design defect or structural maintenance of the premises by or on behalf of the owner and/or lessor.
  - D. With respect to any "Additional Insured" included under the policy by this endorsement, this insurance does not apply to the negligence of such Additional Insured.

Effective Date: The effective date of this endorsement shall be the issue date of the certificate to which it is attached



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are you interested in providing? Sun Coqe IL 1. 2. List prior work experience in providing this service: Dates

Agency/Company

Representative

(A). 1997-FresenT

LLL SWIN COALIT DAVE LILL Scope of Work Contact # Dates

Agency/Company

Representative

1899- Pizesout PBCounty Schools Scope of Work Contact # H.S. TGACHGON

<b>n</b>		<b>.</b>
<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
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#### 2009 Training schedule for Lake Lytal Lightning

	F	Red		Bronze		Silver		Senior	
	AM.	pm.	AM.	PM.	AM.	PM.	AM.	PM.	
Jan 20-June 5		T-F 4:30-5		T-F 5-6		M,W 4:30-6:30		M,W 4:30-7	
					Sat. 7:30-9	T,TH,F 4:30-6	Sat 7-10	T,TH 5:15-7	
								F 4-6	
June 8 - July 24	T-F 9-9:30	T-F 4:30-5	T-F 9-10	T-F 5-6	T-F 7-9	M 4:30-6	M-F 6:30-9	M 4:30-6	
					Sat 7-9		Sat 6:30-9:30	T,TH 5:15-7	
								F 4-6	
Aug. 10- Oct. 30		T-F 5-5:30		T-F 5:30-6:30	Sat 7-9:30	M,W 4:30-6:30	M,W 5-6:30	M,W 4:30-6:30	
						T,TH,F 5-6:30	Sat 6:30-9:30	T,TH 5-7:30	
								F 4-6	
Nov3-Dec 18		T-F 4:30-5		T-F 5-6		M,W 4:30-6:30		M,W 4:30-7	
					Sat 7:30-9	T,TH,F 4:30-6	Sat 7-10	T,TH 4:30-7:30	

Note: Additional practice. January-Tebruary 2009

Mondays and Wednesdays 5:00 am- 6:30 a.m.

Requested by Contractor. January - Tebruary 2009

Mondays and Wednesdays 5:00 am- 6:30 a.m.

1/8/09



Contractor Background Screening Consent/Release Form

Full Name (print) Sex Race W
Date of Birth 4-27-60 Driver's License No. 253660/470
Address 5448 Benny Blossom May E.
City No. Bel State _FL _ Zip _ 33785
I, Annual, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Date: 12/5> 08
Signature:

Applicant's Social Security Number

# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

GORDON HADRENS

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
	<del></del>	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
<u> </u>	<u>-</u>	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	_ Chapter		prostitution
			lewd and lascivious behavior
	_ Chapter		lewdness and indecent exposure
	_ Section		arson
	_ Chapter		felony theft and/or robbery
	Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	<del></del> ,	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

826 827	incest		
007		ted child abuse, or neglect of a child	
821	.04 contributing to the d	elinquency or dependency of a child	
827.	.05 negligent treatment of		
	.071 sexual performance l		
843.	and a series of the series of	violence	
Chapter 847			
Section 847.	, , , , , , , , , , , , , , , , , , ,	iting another to join a criminal gang	
Chapter 893	,0	n and control only if the offense was a felony or if any	other
Section 985.		e offense was a minor juvenile justice programs	
Explanation: (Provide details of a	any items initialed above. Attach anoth		
	my nems mittaled above. Attach anon	et sheet it necessary.)	
Description		<u>Dates</u>	
guilty or nolo contend charges under the pro-	lere (no contest), regardless ovisions of the Florida Statutes	n charged, found guilty or entered a plea of f the adjudication, to any of the foregoing s or under any similar statute of another quency record that is similar to any of these	AND THE PROPERTY OF THE PROPER
guilty or nolo contend charges under the pro- jurisdiction. I also aff offenses.	lere (no contest), regardless ovisions of the Florida Statutes	f the adjudication, to any of the foregoing or under any similar statute of another	
By signing this section. Disqualifying charges, and true with regard to	dere (no contest), regardless of visions of the Florida Statutes firm that I do not have a delinant's Signature  OR  In, I declare that my record may, acts or offences and that the	f the adjudication, to any of the foregoing s or under any similar statute of another quency record that is similar to any of these	



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001419

DATE : 01/23/2009

#### **CONTRACT INFORMATION** Active

ALLS1074100109525200E

Certificate of Insurance

NAME :

ALLSHOUSE, SUSAN

VENDOR CODE:

ALLS107410

INSTRUCTOR:

TENNIS INSTRUCTOR

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

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

TENNIS

CONTRACT DATE :

12/30/2008

START DATE :

01/15/2009

END DATE :

09/30/2009

CONTRACT AMOUNT :

15,561.00 REVENUE AMOUNT:

15,561.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

15,561.00 AMOUNT LEFT :

15,561.00

ASSIGNED CATEGORIES:

TENNIS INSTRUCTOR

0.70 PCT

	RECREATION SERVICES
ACCOUNT: 0001-5	80- 5252-3422 VENDOR CODE: CONTRACT: CONTRACT: HILS 1074100109 523290 E
MC: Qu	PS: ACC FSS: Y CC: CA:Q. H. DD: W
	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
	nt is made as of the <u>30</u> day of <u>0</u> , 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and san E. Allshouse, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
WHERE CONTRACTOR	EAS, the COUNTY desires to make available (a) (an) <u>Tennis</u> program, and desires to contract with to provide a specific service for that program; and
WHERE providing said p	EAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to rogram.
NOW T	HEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY TOR hereby agree as follows:
1. <u>Term</u> : The o	class, activity or service will begin on <u>January 15, 2009</u> and will meet thereafter with ion date of this agreement being <u>September 30, 2009</u>
charges fror	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and n participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): see attached ue Account No. 0001-580-5252-4721-09
3. Payments T	
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>Fifteen Thousand Five Hundred Sixty One</u> Dollars (\$15,561). 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 Det	ails:
a.	Type of service/instructor: Tennis  Name of class or activity: Tennis  Tennis
b.	Name of class or activity: Tennis
C.	Day(s)/Date(s) Scheduled: Monday through Sunday
d.	Time Scheduled:
e.	Location: West Boynton Park and Recreation Center
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. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

#### 9. Performance:

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

Jim Henneman	DLI.	355-1125	
Jilittelliellali	 ГΠ	300-1120	

- 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: Susan E. Allshouse

CONTRACTOR'S Address: 4790 Blossom Drive, Delray Beach FL. 33445

CONTRACTOR'S Phone No. (561) 498-1810.

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Many Bale	Denie Tellem
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
NAME (TIPE OR PRINT)	COUNTY ADMINISTRATOR (II contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Che La	Lucan E. Allehaure
SIGNATURE	SIGNATURE
SIGNATURE  SIGNATURE  SA-TTLES  NAME (TYPE OR PRINT)	SIGNATURE  SIGNATURE  SUSAN F Allshouse  NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anno Odlynt COUNTY ATTORNEY

## SCOPE OF SERVICE SUSAN E. ALLSHOUSE

Ms. Allshouse will be providing tennis classes at West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, Florida

Classes will be provided for youth and adults. Class content will consist of the fundamentals of tennis including, proper grip, proper stroke techniques, etiquette, and rules of the game. Classes will be held at various times from Monday through Sunday, from January 15, 2009 through September 30, 2009.

Fees are per attached schedule.

Equipment to be used includes tennis rackets and tennis balls.

	4 C	0	RD <sub>™</sub> CERTIFIC	CATE OF LIABIL	ITY INS	URANCE	Page 1 of 2	12	DATE /22/2008
PRO	DUCE	R	Willis HRH 26 Century Blvd.	877-945-7378	THIS CERT ONLY ANI HOLDER.	TIFICATE IS ISS D CONFERS N THIS CERTIFIC	UED AS A MATTER CONTROL OF RIGHTS UPON THATE DOES NOT AME AFFORDED BY THE P	F INI	FORMATION ERTIFICATE EXTEND OR
			P. O. Box 305191 Nashville, TN 3723051	.91	INSURERS A	FFORDING COV	'ERAGE		NAIC#
INS	JRED		United States Professi	onal Tennis Association, I	nc.INSURERA: Phi	ladelphia Inde	emnity Insurance Con	npany	18058-001
			3535 Briarpark Drive Houston, TX 77042		INSURER B: Fir	eman's Fund I	nsurance Co.		21873-091
					INSURER C:				
					INSURER D:				
	VER				INSURER E:				
T A N P	HE PO NY R IAY P OLICI	OLIC EQU ERT/ IES. /	IES OF INSURANCE LISTED BE IREMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD	LOW HAVE BEEN ISSUED TO THE IN ON OF ANY CONTRACT OR OTHER ED BY THE POLICIES DESCRIBED H AY HAVE BEEN REDUCED BY PAID O	R DOCUMENT WITH	RESPECT TO WI	HICH THIS CERTIFICATE I	MAY R	E ISSUED OR
LTR	ADD'I	<u> </u>	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	rs	
A	x	GE X	NERAL LIABILITY  COMMERCIAL GENERAL LIABILITY	PHPK370771	12/31/2008		EACH OCCURRENCE  DAMAGE TO RENTED PREMISES (Es occurence)	\$ 5	1,000,000
			CLAIMS MADE X OCCUR				MED EXP (Any one person)	ş	
		ļ					PERSONAL & ADV INJURY	5	1,000,000
							GENERAL AGGREGATE	\$ :	2,000,000
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		AU'	TOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	5	
			ALLOWNED AUTOS SCHEDULED AUTOS		, constitution of the cons		BODILY INJURY (Per person)	5	
			HIRED AUTOS NON-OWNED AUTOS		versionante		BODILY INJURY (Per accident)	\$	
					en grande de la companya de la compa		PROPERTY DAMAGE (Per accident)	s	
		GAI	RAGE LIABILITY		-	:	AUTO ONLY - EA ACCIDENT	S	
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A		EXC	ESS/UMBRELLA LIABILITY	PHUB258269	12/31/2008	12/31/2009	EACH OCCURRENCE	s ;	3,000,000
		Х	OCCUR CLAIMS MADE				AGGREGATE	s ;	3,000,000
			DEDUCTIBLE RETENTION \$			٠,		S	CO ( AL ) M PC C   A   A   A   A   A   A   A   A   A
	WOR	KER	S COMPENSATION AND		<del> </del>		WC STATU- OTH- TORY LIMITS ER	\$	
	EMP	LOYE	RS' LIABILITY				E.L. EACH ACCIDENT	\$	
- 22**2**			PRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED?	Section 1985 to the section of the s	<b>.</b>	r agreement besterning	E.L. DISEASE - EA EMPLOYEE		***************************************
	If yes	CIAL F	cribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT		
B	OTH Exc		Liability	SHX00081693970	12/31/2008	12/31/2009	\$5,000,000 Limit	<u> </u>	
DES	RIPTI	ONIO	FOPERATIONES OCATIONOS POLICIO	S/EXCLUSIONS ADDED BY ENDORSEMENT	MODELLA TELEVISION				
Sus USF	an TA	All	lshouse 1988 mbers are insureds	for General Liability	for playing		or officiating	in t	ennis or
Pal Lia	m B bil	eac ity	ch County Board Of but only as respe	County Commissioners :	is an Additi	ional Insure	ed as respects G of the Named In	enei surs	al
CEI	RTIFI	CAT	TE HOLDER		CANCELLAT			manta di	
					····•	······································	ED POLICIES BE CANCELLED B	EFORE	THE EXPIRATION
					DATE THEREOF,	THE ISSUING INSURE	R WILL ENDEAVOR TO MAIL	30	DAYS WRITTEN
					NOTICE TO THE	SERTIFICATE HOLDER	NAMED TO THE LEFT, BUT FA	ILURE	TO DO SO SHALL
	p,	alm	Beach County Board Of	f County Commissioners	IMPOSE NO OBL	GATION OR LIABILITY	Y OF ANY KIND UPON THE IN	SURER,	ITS AGENTS OR
	2	700 I	Parks & Rec Dept 6th Ave South Worth, FL 33461	county commissioners	REPRESENTATIV	ES. RESENTATIVE		············	· · · · · · · · · · · · · · · · · · ·

Page 2 of 2

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

POLICY NUMBER: PHPK370771 COMMERCIAL GENERAL LIABILITY NAMED INSURED: United States Professional Tennis Association, In

This Endorsement Changes the Policy. Please read it carefully.

#### Additional Insured – Owners, Lessees or Contractors (Form B)

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### Name of Persons or Organization:

Palm Beach County Board Of County Commissioners

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

### Setting the standard for teaching professionals - That's Who We Are

December 18, 2008

Susan Allshouse 4790 Blossom Dr Delray Beach, FL 33445-5322

Dear Susan:

This letter will confirm that the Palm Beach County Board of County Commissioners has been added as an additional insured to the liability policy that is provided to you as a certified member of the United States Professional Tennis Association. This liability policy covers applicants, certified and certain honorary members in the United States, its territories and Canada.

THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis teacher's care, custody or control. It does not cover injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis.

This policy does not cover the *additional insured* against any liability that might arise due to its own negligence or act. It simply means that the *additional insured* is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the *additional insured* is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.

The additional insured fee is *neither prorated nor transferable*, and will cover the additional insured through the term of the policy year. Reapplication must be made by the USPTA member for the additional insured each policy year, since no invoices will be sent as a reminder.

Policy number:

PHPK370771

Effective period:

12/31/08 - 12/31/09

For questions or to

USPTA World Headquarters 3535 Briarpark Drive, Suite One

report an accident, contact:

Houston, TX 77042

Telephone 713- 978-7782

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach

Insurance Department

Melony Defoach

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

	CORD, CERTIF	877-945-7378	R I THIS CE	RTIFICATE IS IS	SSLIED AS A MATTED	OF INC	07/2008 ORMATIO
	Willis North America 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230		HOLDER ALTER T	THIS CERTIFI THE COVERAGE	CATE DOES NOT AM AFFORDED BY THE	HE CE	RTIFICAT
INSURE			<b>i</b>	AFFORDING CO			NAIC#
	3535 Briarpark Drive Houston, TX 77042	sional Tennis Association,	, Inc.INSURERA: PI	niladelphia In	demnity Insurance Co	mpany	18058-00
	1000001, 12 77042		INSURER C:	ireman's Fund	Insurance Co.		21873-09
			INSURER D:				
	RAGES		INSURER E:				
POLIC	POLICIES OF INSURANCE LISTED BI REQUIREMENT, TERM OR CONDIT PERTAIN, THE INSURANCE AFFORD CIES. AGGREGATE LIMITS SHOWN IN			ABOVE FOR THE P TH RESPECT TO V CT TO ALL THE TE	OLICY PERIOD INDICATED. VHICH THIS CERTIFICATE RMS, EXCLUSIONS AND CO	NOTWIT MAY BE ONDITION	HSTANDING ISSUED OF
TR INSE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)				
A	GENERAL LIABILITY	PHPK279449	12/31/2007		B EACH OCCURRENCE		000 00
	X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUP			, ,	DAMAGE TO RENTED PREMISES (Ea occurence)	\$	,000,000 100,000
	CDAIMS MADE X OCCUP	3			MED EXP (Any one person)	\$	
		-			PERSONAL & ADV INJURY	\$ 1,	000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 2,	000,000
	X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 1,	000,000
	AUTOMOBILE LIABILITY  ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	s	<del></del>
	ALL OWNED AUTOS SCHEDULED AUTOS		,		BODILY INJURY	\$	
	HIRED AUTOS				(Per person)		
	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	CARACELIARIUM				PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
	AMAGIO				OTHER THAN EA ACC	\$	
	EXCESS/UMBRELLA LIABILITY	PHUB100994	12/31/2007	12/31/2008	EACH OCCURRENCE AGG		000,000
	X OCCUR CLAIMS MADE				AGGREGATE		000,000
	DEDUCTIBLE	•				\$	
	RETENTION \$					\$	
WOR	KERS COMPENSATION AND OYERS' LIABILITY					\$	· · · · · · · · · · · · · · · · · · ·
ANYF	PROPRIETOR/PARTNED/EVECUTIVE	,		. ]			
If yes.	DER/MEMBER EXCLUDED?			·	E.L. DISEASE - EA EMPLOYEE	\$	
OTHE	IAL PROVISIONS below	CHYCOCOCOCOC			E.L. DISEASE - POLICY LIMIT		
Exce	ess Liability	SHX00080002660	12/31/2007	12/31/2008	\$5,000,000 Limit	<u> </u>	
CEIETIO	NOE OPERATIONS ASSESSMENT						
san A	NOF OPERATIONS/LOCATIONS/VEHICLES	EXCLUSIONS ADDED BY ENDORSEMENT	T/SPECIAL PROVISIONS				<del></del>
	Members are insureds f ng a tennis ball mach						
m Be	ach County Board of Cout of the negligenc	ounty Comm is an Add	itional Insu	red but onl	y as respects to	clair	ms
RTIFIC	ATE HOLDER	THE THE PARTY OF T	CANCELLATION				
			SHOULD ANY OF T	HE ABOVE DESCRIBE	D POLICIES BE CANCELLED BEF	ORE THE E	EXPIRATION
			NOTICE TO THE CE	RTIFICATE HOLDER	WILL ENDEAVOR TO MAIL 3	DAY:	S WRITTEN
Pal	m Beach County Board of	Country Co-	IMPOSE NO OBLIG	ATION OR LIARII ITV	NAMED TO THE LEFT, BUT FAIL OF ANY KIND UPON THE INSU	URE TO DO	SO SHALL
	Palm Beach County Parks 0 6th Ave S	& Rec Dept	REPRESENTATIVES	8.	- AN THE INSU	REK, ITS A	GENTS OR
, , , , ,		-	AUTHORIZED REPRE	OFFICE AND THE STREET			
	e Worth, FL 33461		Men 1	Merch 5			

Setting the standard for teaching professionals - That's Who We Are

December 18, 2008

Susan Allshouse 4790 Blossom Dr Delray Beach, FL 33445-5322

Dear Susan:

This letter will confirm that the Palm Beach County Board of County Commissioners has been added as an additional insured to the liability policy that is provided to you as a certified member of the United States Professional Tennis Association. This liability policy covers applicants, certified and certain honorary members in the United States, its territories and Canada.

THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis teacher's care, custody or control. It does not cover injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis.

This policy does not cover the additional insured against any liability that might arise due to its own negligence or act. It simply means that the additional insured is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the additional insured is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.

The additional insured fee is *neither prorated nor transferable*, and will cover the additional insured through the term of the policy year. Reapplication must be made by the USPTA member for the additional insured each policy year, since no invoices will be sent as a reminder.

Policy number:

PHPK370771

Effective period:

12/31/08 - 12/31/09

For questions or to

USPTA World Headquarters 3535 Briarpark Drive, Suite One

report an accident, contact:

Houston, TX 77042 Telephone 713- 978-7782

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely.

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach

Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

Setting the standard for teaching professionals - That's Who We Are

USPTA

December 18, 2008

Susan Allshouse 4790 Blossom Dr Delray Beach, FL 33445-5322

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This policy does not cover the *additional insured* against any liability that might arise due to its own negligence or act. It simply means that the *additional insured* is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the *additional insured* is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.

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Effective period:

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contact:

Houston, TX 77042 Telephone 713- 978-7782

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely,

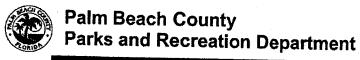
UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach

Insurance Department

Melony Defoach

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.



Contractor Background Screening Consent/Release Form

Applicar	it's Social Security Number		
Full Name (print) Susan Eileen Allsho	use	Sex_FL	Race Caucasian
Date of Birth 06-09-1954	Driver's License No. A422	2-785-54-709-1	
Address 4790 Blossom Drive			
City Delray Beach	State FL	Zip <u>33445</u>	
I, Susan Eileen Allshouse	_, authorize and give cons	ent for Palm Beac	h County to obtain
information regarding myself. This is	ncludes the following:		
<ul> <li>County, State, and/or Natio</li> <li>Sex Offender Registry Chec</li> <li>Current and Former Addres</li> <li>Social Security Number Ver</li> </ul>	cks ses	round Records/Info	ormation Checks
I, the undersigned, authorize the above or via telephone in connection with me hereby release and hold Palm Beach and harmless at all times from and agreed causes of action of every kind and charappellate levels or otherwise, associate obtained by Palm Beach County will be policies and procedures and state and	y agreement to enter into a c County, its agents, designed lainst all claims, liability, exp aracter, including attorney's ted with obtaining or releasing the held in confidence in access	contract with Palmes, employees, and enses, losses, cost fees and costs, where the above information	Beach County. I delected officials free ts, fines, damages or ether at trial or
Print Name: Susan Eileen Allshouse		Date: //-2/-	2008
Signature: Sugar C. All	charros		***************************************
		•	





# <u>Summary of Qualifications: Recreation Instructors: Tennis</u> Susan E. Allshouse 170-38-3916

### $\circ$ Detailed Statement of education, training and experience with multi-faceted tennis instruction

A graduate of The Ellis School in Pittsburgh, PA, I have been a life long participant in athletics and at a competitive level starting with my secondary education in field hockey, volleyball, basketball, softball, and lacrosse. I've also participated in racquetball and platform tennis, as well as swimming and skiing.

I attended the University of Miami in Coral Gables, FL receiving a walk-on volleyball scholarship and majoring in Pre-Med/Chemistry. I transferred to Chatham College in Pittsburgh, PA to continue my pursuit of a BS degree.

At the age of 19, I started to play tennis and quickly determined that I was suited to the sport. Within 7 months of picking up a racquet, I made the Chatham College Varsity Tennis Team. Within the first 1 ½ years, I qualified for the Virginia Slims Women's Professional Tennis Tour and played Team Tennis for Pittsburgh. At the age of 20 I obtained my certification as a tennis teaching professional with the United States Professional Tennis Association (USPTA) and subsequently became a charter member in the same capacity with the Professional Tennis Registry (PTR).

My past professional training includes time spent working with Dennis Van Der Meer, founder of the PTR, and Vic Braden at his facility in Coto de Caza, CA. I have also obtained my Sport Science certifications in Tennis.

During the '70s, I held positions as an assistant or head tennis professional at various clubs and resorts in Pennsylvania and Florida working with all levels of players from beginners to coaching tour prospects, both on an individual basis as well as with large groups. I subsequently formed the company, Tennis Techniques, providing a unique service package to facilities that did not maintain on site staff to provide instruction and recreational play for their guests in a resort, multi function club or residential environment. And in 1980 I joined the staff of Omnisport International Inc., manufacturer of Omnicourt tennis surfacing materials, first as International Coordinator & World Sales Office Manager in Fort Lauderdale, and then relocating to their headquarters in St. Catharines, Ontario, CA to serve as the Director of Marketing and Retail Sales.

During the period beginning with 1982, I stepped aside of the field of tennis to become the owner and operator of a wholesale specialty beverage business, Diversified Beverage Systems Inc. which I still maintain today.

I returned to the field of tennis instruction in 1993 when I began working in community programs for youth and adults in Plantation, FL. Wanting to get further involved in the sport and with a particular interest for grassroots level development, I attended a USTA Recreational Coach Workshop in June 2003 and have since become an active volunteer in the organization on a regional, sectional and national level.

#### <u>USTA FLORIDA & NATIONAL INVOLVEMENT SUMMARY SHEET</u>

#### 2003:

- Attended USTA Recreational Coach Workshop (2 Day Format).
- Became a USTA FL Volunteer Clinician and Mentor for Region 6.

2004:

Became the USTA FL School Coordinator for Region 6.

2005:

Became a USTA National Trainer of Recreational Coach Workshops.

Became the Head Tennis Coach at the grassroots level for the Palm Beach County Community Olympic Development Program, A Program of the United States Olympic Committee, managed by The Palm Beach County Sports Institute - School, Out of School and Recreational Programs in conjunction with the USTA.

Received appointment as Vice President of East Coast Tennis Foundation Inc. upon its incorporation in February as a USTA Coalition CTA serving the Treasure Coast and the

Palm Beaches (Resigned 12-31-2007 per By Laws).

Appointed as a member to the USTA FL Community Tennis Council for 2005-2006 term.

Became a USTA National Trainer of Welcome Back to Tennis Events (50 plus Populations).

Arthur Ashe Kids Day at the US Open On Court Trainer.

2006:

Appointment as a USTA FL Adult League Coordinator for Region 6 (Mid to North Countygrassroots level).

Designated as a School Specialist for the USTA FL Schools Program.

- Reappointed as a member for the USTA FL Community Tennis Council for 2007-2008
- Elected to the USTA FL Board of Directors for the 2007-2008 term.

Appointed as the Regional Director - Region 6 - for the 2007-2008 term.

Nominated by USTA FL as Section National Trainer of Recreational Coach Workshops & Welcome Back Tennis Events for 2006.

Arthur Ashe Kids Day at the US Open On Court Trainer.

2007:

Appointed USTA FL Community Tennis Council: Grants Committee Chairperson 2007-2008 term.

Designated as a School Specialist for the USTA FL Schools Program.

USTA FL Special Populations: Worked in the establishment of Special Olympics yearround program for Miami-Dade County Region. Established trainings for other populations to include Cerebral Palsy, Adults with Disabilities, etc. developing the curriculum for and training 40 coaches.

USTA Wheelchair Tennis Workshop & USPTA Certification - Specialist Degree

Nominated by USTA FL as Section National Trainer of Recreational Coach Workshops & Welcome Back to Tennis Events for 2007.

Arthur Ashe Kids Day at the US Open On Court Trainer.

2008:

- Became a USTA National Trainer of Quick Start Tennis Format Initiative (Children Ages 10 and Under).
- QuickStart Tennis Faculty Launch Event at the ESPN Sports Weekend at Disney's Hollywood Studios, FL (February/March)
- QuickStart Tennis Faculty Event at the Sony Ericsson Tournament in Key Biscayne, FL. (March)
- USTA FL Special Populations: Miami-Dade Special Olympics Training Program & Summer Games
- Designated as a School Specialist for the USTA FL Schools Program.

QuickStart Tennis Train the Trainer Faculty Member (August 2008)

Nominated to the USTA FL Board of Directors and Region 6 Representative for the 2009-2010 term (July 2008)

#### **TENNIS AWARDS:**



# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

e of Re	ecreation Service	Provider/Sports Official				
Whi	Which service(s) are you interested in providing? Tennis					
Liet	nrior work owner					
Disc	prior work exper	ience in providing this service:				
(A).	<u>Dates</u>	Agency/Company	<u>Representative</u>			
Plea	se see attachme	nt: Summary of Qualifications				
1974	to Present: Ten	nis Professional & Certified Tennis T	eaching Professional			
2006		st Boynton Recreation Center: Youth				
Scope	of Work		<u>Contact #</u>			
All aspec	cts of the business of tennis	from court construction to facility operation to on court lessons a	and clinics, programs and tournaments and training			
			and diffuse, programs and burnaments and training (			
	D .					
<i>(B)</i> .	<u>Dates</u>	Agency/Company	Representative			
2003	to Present: UST	A FL Volunteer				
Pleas	e see attachmer	nt: Summary of Qualifications				
Scope (	of Work		<u>Co</u> ntact #			
Board of	Directors - Regional F	Representatitve (6: Treasure Coast and the Palm I				

. (	<u>Dates</u> (C).	Agen	ecy/Company	,	Representative
•	2005 to Present: l	JSTA Volunteer		······································	
•	Please see attach	ment: Summary of C	ualifications		
	Scope of Wo	<u>rk</u>			Contact #
-	USTA National Recreational Coacl	n Workshop Trainer - Welcome Back to	Tennis Trainer (50+) - QuickStart Te	ennis Trainer (10	
-	Contact: Kirk Anderson-Director, R	ecreational Coaches and Programs 91	4-696-7238. Anne Davis-National Ma	anager, Recreati	onal Coaches and Programs/QST 8
_					
I	ist any licenses/cer <u>Dates</u>	tification/education y		relevant	
	<u>Dates</u>	License/certi	fication/education		Location/Instructo
<u>_1</u>	<u>Dates</u> 974 to Present: C	<u>License/certi</u>	fication/education	vith the II	Location/Instructo
<u>1</u> 1 <u>2</u>	<u>Dates</u> 974 to Present: C  970's: Trained wit	License/certi ertified Tennis Teacl h Dennis Van der Montinuing education	fication/education  Ting Professional weer and Vic Braden with USTA Commun	vith the U	Location/Instructo
1 1 2 C	<u>Dates</u> 974 to Present: C  970's: Trained with the Cool of the Present: C  Divisions and Annual	<u>License/certi</u>	fication/education  Ting Professional weer and Vic Braden with USTA Commun	vith the U	Location/Instructo
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_1 1 _2 _C _V 2	Dates  974 to Present: C  970's: Trained with  9003 to Present: C  Divisions and Annu-  Vorkshops.  007: Certified Whe	License/certi ertified Tennis Teacl h Dennis Van der Montinuing education	fication/education  ning Professional weer and Vic Braden with USTA Communications Conference	vith the U I. Inity Teni ce and Tr	Location/Instructors SPTA and PTR.  nis and High Perforain the Trainer
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11 12 2 1 V 2 P	Dates  974 to Present: C  970's: Trained wite  9003 to Present: C  Divisions and Annu- Vorkshops.  007: Certified Whe  Please see attachn	License/certinertified Tennis Teach Dennis Van der Montinuing education al National Tennis Teachert: Summary of Quar employees related	fication/education  ning Professional weer and Vic Braden with USTA Communications cachers Conference ching Professional valifications	vith the U I I I I I I I I I I I I I I I I I I I	Location/Instructo SPTA and PTR.  nis and High Perforain the Trainer  JSPTA
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# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Susan E. Allshouse	
	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
<del></del>	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
	3	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		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
		real additional contents was a felony

	004		
	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 oth
	Cantian 005 4045	person involved in the offense was a minor	
	Section 985.4045	sexual misconduct in juvenile justice programs	
xplanation: (Pro	ovide details of any items in	nitialed above. Attach another sheet if necessary.)	
escription		<u>Dates</u>	
	**************************************		
he above staten	nents are true and comple	ete to the best of my knowledge. INITIAL:	2
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charges u	nolo contendere (no on the contract of the provisions of the provisions of the contract of the	m that I have not been charged, found guilty or entered a pl contest), regardless of the adjudication, to any of the forego of the Florida Statutes or under any similar statute of anothe I do not have a delinquency record that is similar to any of	oing   er
1	2 -		
Sus	in G Alleha	und) 11-21-2M8	
	Applicant's Signa	ature Date	
	:	<u>OR</u>	
		<u> </u>	
By signin	g this section, I decla	are that my record may contain one or more of the foregoing	g
Disqualif	ying charges, acts or	offences and that the explanation I have provided is comple	ete
under any	similar stature of an	the above charges under the provisions of the Florida Statut other jurisdiction.	tes or
	Applicant's Signatur	re Date	



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001418

DATE : 01/23/2009

#### **CONTRACT INFORMATION** Active

ALLS10741001095201 Α

Certificate of Insurance

NAME :

ALLSHOUSE, SUSAN

VENDOR CODE:

ALLS107410

INSTRUCTOR:

TENNIS INSTRUCTOR

ACCOUNT NUMBER :

0001-580-5201- -3422

LOCATION:

CALOOSA PARK

PROGRAM:

TENNIS

**CONTRACT DATE:** 12/30/2008

START DATE :

01/15/2009

END DATE :

09/30/2009

CONTRACT AMOUNT :

19,493.00 REVENUE AMOUNT:

19,493.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

19,493.00 AMOUNT LEFT :

19,493.00

ASSIGNED CATEGORIES:

TENNIS INSTRUCTOR

0.70 PCT

	RECREATION SERVICES
ACCOUNT: 0001-5	80- 5201-3422 VENDOR CODE: CONTRACT: ALL SIO74100109 5301 A
MC: CL	PS: FSS: OF CC: CA: Q.P.J. DD: W
	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
	nt is made as of the <u>30</u> day of <u>0</u> , 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and san E. Allshouse, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
WHERE	EAS, the COUNTY desires to make available (a) (an) <u>Tennis</u> program, and desires to contract with to provide a specific service for that program; and
WHERE providing said p	EAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to rogram.
	<b>HEREFORE</b> , in consideration of the mutual covenants and promises contained herein, the COUNTY TOR hereby agree as follows:
	class, activity or service will begin on <u>January 15, 2009</u> and will meet thereafter with tion date of this agreement being <u>September 30, 2009</u>
charges froi	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and m participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): see attached ue Account No. 0001-580-5201-4726-04
3. Payments	To Contractor:
a.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="Nineteen Thousand Four Hundred Ninety Three">Nineteen Thousand Four Hundred Ninety Three</a> Dollars (\$19,493). 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>b</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 De	tails:
a.	Type of service/instructor: Tennis Technis
b.	Name of class or activity: Tennis
C.	Day(s)/Date(s) Scheduled: Monday through Sunday
d.	Time Scheduled: <u>Various</u>
e.	Location: Caloosa 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. 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.
- 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.
- 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 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: Susan E. Allshouse.

CONTRACTOR'S Address: 4790 Blossom Drive, Delray Beach FL. 33445

CONTRACTOR'S Phone No. (561) 498-1810.

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

- 15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. Arrears: The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Many Beile	Dinin Tulliam
Maney Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
SIGNATURE	SIGNATURE C. allsh weso
NAME (TYPE OR PRINT)	Susan E Allshouse.  NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

anne Delgent

## SCOPE OF SERVICE SUSAN E. ALLSHOUSE

JAN 7 5 2008

Ms. Allshouse will be providing tennis classes at Caloosa Park Tennis Courts located at 1300 S.W. 35<sup>th</sup> Avenue, Boynton Beach, Florida

Classes will be provided for youth and adults. Class content will consist of the fundamentals of tennis including, proper grip, proper stroke techniques, etiquette, and rules of the game. Classes will be held at various times from Monday through Sunday, from January 15, 2009 through September 30, 2009.

Fees are per attached schedule.

Equipment to be used includes tennis rackets and tennis balls.

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Page 2 of 2

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: PHPK370771 COMMERCIAL GENERAL LIABILITY NAMED INSURED: United States Professional Tennis Association, In

This Endorsement Changes the Policy. Please read it carefully.

#### Additional Insured – Owners, Lessees or Contractors (Form B)

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### Name of Persons or Organization:

Palm Beach County School Board

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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Setting the standard for teaching professionals - That's Who We Are

combor 18 2008

December 18, 2008

Susan Allshouse 4790 Blossom Dr Delray Beach, FL 33445-5322

Dear Susan:

This letter will confirm that the Palm Beach County Board of County Commissioners has been added as an additional insured to the liability policy that is provided to you as a certified member of the United States Professional Tennis Association. This liability policy covers applicants, certified and certain honorary members in the United States, its territories and Canada.

THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis teacher's care, custody or control. It does not cover injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis.

This policy does not cover the *additional insured* against any liability that might arise due to its own negligence or act. It simply means that the *additional insured* is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the *additional insured* is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.

The additional insured fee is *neither prorated nor transferable*, and will cover the additional insured through the term of the policy year. Reapplication must be made by the USPTA member for the additional insured each policy year, since no invoices will be sent as a reminder.

Policy number:

PHPK370771

Effective period:

12/31/08 - 12/31/09

For questions or to

USPTA World Headquarters

report an accident,

3535 Briarpark Drive, Suite One

contact:

Houston, TX 77042 Telephone 713- 978-7782

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach

Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

Setting the standard for teaching professionals - That's Who We Are

USPTA

December 18, 2008 -

Susan Allshouse 4790 Blossom Dr Delray Beach, FL 33445-5322

Dear Susan:

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Policy number:

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Effective period:

12/31/08 - 12/31/09

For questions or to report an accident, USPTA World Headquarters 3535 Briarpark Drive, Suite One

contact:

Houston, TX 77042 Telephone 713- 978-7782

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach

Insurance Department

Melony Lepach

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.



Contractor Background Screening Consent/Release Form





#### <u>Summary of Qualifications: Recreation Instructors: Tennis</u> Susan E. Allshouse 170-38-3916

### o Detailed Statement of education, training and experience with multi-faceted tennis instruction

A graduate of The Ellis School in Pittsburgh, PA, I have been a life long participant in athletics and at a competitive level starting with my secondary education in field hockey, volleyball, basketball, softball, and lacrosse. I've also participated in racquetball and platform tennis, as well as swimming and skiing.

I attended the University of Miami in Coral Gables, FL receiving a walk-on volleyball scholarship and majoring in Pre-Med/Chemistry. I transferred to Chatham College in Pittsburgh, PA to continue my pursuit of a BS degree.

At the age of 19, I started to play tennis and quickly determined that I was suited to the sport. Within 7 months of picking up a racquet, I made the Chatham College Varsity Tennis Team. Within the first 1 ½ years, I qualified for the Virginia Slims Women's Professional Tennis Tour and played Team Tennis for Pittsburgh. At the age of 20 I obtained my certification as a tennis teaching professional with the United States Professional Tennis Association (USPTA) and subsequently became a charter member in the same capacity with the Professional Tennis Registry (PTR).

My past professional training includes time spent working with Dennis Van Der Meer, founder of the PTR, and Vic Braden at his facility in Coto de Caza, CA. I have also obtained my Sport Science certifications in Tennis.

During the '70s, I held positions as an assistant or head tennis professional at various clubs and resorts in Pennsylvania and Florida working with all levels of players from beginners to coaching tour prospects, both on an individual basis as well as with large groups. I subsequently formed the company, Tennis Techniques, providing a unique service package to facilities that did not maintain on site staff to provide instruction and recreational play for their guests in a resort, multi function club or residential environment. And in 1980 I joined the staff of Omnisport International Inc., manufacturer of Omnicourt tennis surfacing materials, first as International Coordinator & World Sales Office Manager in Fort Lauderdale, and then relocating to their headquarters in St. Catharines, Ontario, CA to serve as the Director of Marketing and Retail Sales.

During the period beginning with 1982, I stepped aside of the field of tennis to become the owner and operator of a wholesale specialty beverage business, Diversified Beverage Systems Inc. which I still maintain today.

I returned to the field of tennis instruction in 1993 when I began working in community programs for youth and adults in Plantation, FL. Wanting to get further involved in the sport and with a particular interest for grassroots level development, I attended a USTA Recreational Coach Workshop in June 2003 and have since become an active volunteer in the organization on a regional, sectional and national level.

#### <u>USTA FLORIDA & NATIONAL INVOLVEMENT SUMMARY SHEET</u>

#### 2003:

- Attended USTA Recreational Coach Workshop (2 Day Format).
- Became a USTA FL Volunteer Clinician and Mentor for Region 6.

2004:

Became the USTA FL School Coordinator for Region 6.

2005:

Became a USTA National Trainer of Recreational Coach Workshops.

- Became the Head Tennis Coach at the grassroots level for the Palm Beach County Community Olympic Development Program, A Program of the United States Olympic Committee, managed by The Palm Beach County Sports Institute – School, Out of School and Recreational Programs in conjunction with the USTA.
- Received appointment as Vice President of East Coast Tennis Foundation Inc. upon its incorporation in February as a USTA Coalition CTA serving the Treasure Coast and the Palm Beaches (Resigned 12-31-2007 per By Laws).
- Appointed as a member to the USTA FL Community Tennis Council for 2005-2006 term.
- Became a USTA National Trainer of Welcome Back to Tennis Events (50 plus Populations).
- Arthur Ashe Kids Day at the US Open On Court Trainer.

2006:

- Appointment as a USTA FL Adult League Coordinator for Region 6 (Mid to North Countygrassroots level).
- Designated as a School Specialist for the USTA FL Schools Program.
- Reappointed as a member for the USTA FL Community Tennis Council for 2007-2008 term.
- Elected to the USTA FL Board of Directors for the 2007-2008 term.
- Appointed as the Regional Director Region 6 for the 2007-2008 term.
- Nominated by USTA FL as Section National Trainer of Recreational Coach Workshops & Welcome Back Tennis Events for 2006.
- Arthur Ashe Kids Day at the US Open On Court Trainer.

2007:

- Appointed USTA FL Community Tennis Council: Grants Committee Chairperson 2007-2008 term.
- Designated as a School Specialist for the USTA FL Schools Program.
- USTA FL Special Populations: Worked in the establishment of Special Olympics yearround program for Miami-Dade County Region. Established trainings for other populations to include Cerebral Palsy, Adults with Disabilities, etc. developing the curriculum for and training 40 coaches.
- USTA Wheelchair Tennis Workshop & USPTA Certification Specialist Degree
- Nominated by USTA FL as Section National Trainer of Recreational Coach Workshops & Welcome Back to Tennis Events for 2007.
- Arthur Ashe Kids Day at the US Open On Court Trainer.

2008:

- Became a USTA National Trainer of Quick Start Tennis Format Initiative (Children Ages 10 and Under).
- QuickStart Tennis Faculty Launch Event at the ESPN Sports Weekend at Disney's Hollywood Studios, FL (February/March)
- QuickStart Tennis Faculty Event at the Sony Ericsson Tournament in Key Biscayne, FL. (March)
- USTA FL Special Populations: Miami-Dade Special Olympics Training Program & Summer Games
- Designated as a School Specialist for the USTA FL Schools Program.
- QuickStart Tennis Train the Trainer Faculty Member (August 2008)
- Nominated to the USTA FL Board of Directors and Region 6 Representative for the 2009-2010 term (July 2008)

#### **TENNIS AWARDS:**



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are you interested in providing? Tennis  List prior work experience in providing this service:  Dates Agency/Company Representative (A).  Please see attachment: Summary of Qualifications 1974 to Present: Tennis Professional & Certified Tennis Teaching Professional 2006 to Present: West Boynton Recreation Center: Youth, Teen, Adult Clinics & Sul Sports Camp  Scope of Work Contact #  All aspects of the business of tennis from court construction to facility operation to on court lessons and clinics, programs and tournements and transports of the business of tennis from court construction to facility operation to on court lessons and clinics, programs and tournements and transports of the business of tennis from court construction to facility operation to on court lessons and clinics, programs and tournements and transports of the business of tennis from court construction to facility operation to on court lessons and clinics, programs and tournements and transports of the business of tennis from court construction to facility operation to on court lessons and clinics, programs and tournements and transports.  Agency/Company Representative  (B).		e Provider/Sports Official	
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	(B).		<u>Representative</u>
	2003 to Present: US	STA FL Volunteer	Representative

Board of Directors - Regional Representative (6: Treasure Coast and the Palm Beaches) - Councils. Trainer - Clinician - Mentor - Schools Specialist. Section Office/Daytona: 386-671-8949.

Contact: Doug Booth, ED; Andy McFarland, Asst. ED; Linda Curtis, Coordinator of Community Development; Janet Sprague,

Community Coordinator Region 6

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<u>Dates</u> (C).	Agency/C	Company	<u>Representative</u>	
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Contact: Kirk Anderson-Director, R	ecreational Coaches and Programs 914-696-7	7238. Anne Davis-National Manager	. Recreational Coaches and Programs/C	OST 850-893-0014
Contact: Kirk Anderson-Director, R	ecreational Coaches and Programs 914-696-7	7238. Anne Davis-National Manager	, Recreational Coaches and Programs/C	QST 850-893-0014
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## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Curan E. Allahanga	
INI DICINI.	Susan E. Allshouse	
	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:

	0	202 125	
	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
<del></del>		394.4593	relating to sexual misconduct with certain mental Health patients
<del></del>	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
100		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section		lewd and lascivious behavior
	Chapter	800	lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
,			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
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		326.04	incest					
	8	27.03	child abuse,	aggravated child a	buse, or negl	lect of a child		
	. 8	27.04	contributing	to the delinquency	or depender	ncy of a child		•
-	. 8	27.05	negligent tre	atment of children				
4.	. 8	27.071	sexual perfor	rmance by a child				
	8	43.01		est with violence		•		
	Chapter 8		obscene liter					*.
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