Agenda Item #: 3.M.14.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 17, 2009	[X] Consent	[] Regular
		[] Ordinance	[] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Michael Alford, Basketball Referee, Westgate Park and Recreation Center. (ALFO1198020209523200C);
- B) Arthur Gibson, Basketball Referee, Westgate Park and Recreation Center. (GIBSON1162270209523200D);
- C) Caroline Andre, Cheerleading Coach, Westgate Park and Recreation Center. (ANDRE1162690209523200D);
- D) Rising Stars Gymnastics, Inc., Gymnastics and Cheerleading Instructor, Coconut Cove Recreation Center. (RISING1216910209525400A);
- E) Palm Beach County Officials, Inc., Volleyball Official, West Boynton Park & Recreation Center. (PALM01680209525200J); and
- F) Swing With the King, Inc., Tennis Instructor, John Prince Park. (SWING12231102095201A).

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, 3 and 5 (AH)

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

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

Attachments: Independent Contractor Agreements (6)

Recommended b		3/2/09
	Department Director	Date
Approved by:	Jah	3/10/09
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year S	Summary of Fiscal I	mpact:			
Fiscal Years	2009	2010	2011	2012	2013
Capital Expend Operating Cos External Rever Program Incon In-Kind Match	ts <u>19,618</u> nues <u>(32,735</u> ne (County) <u>-0-</u>		-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IN	MPACT (13,117	0	0	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL POSITIONS (C	· ·				
Budget Accou	-	0001 Departmer 3422/Revenue So	urce 4721/47		<u>N/A</u>
	Contractor		Revenue		
	A Michael Alford		\$1,02		
	B Arthur Gibson		Ψ1,02	* \$665	
	C Caroline Andre		\$15		
					
	D Rising Stars Gy		\$14,14		
		ounty Officials, Inc			
	F Swing With the		\$8,57		
		T	otals \$32,73	5 \$19,618	
	ital Fiscal Review:	III. REVIEW COM	<u>MENTS</u>	monte:	
A. OTHID I ISO		Development and	Control Conn	nienia.	
OFMB of als	109 03/09 CN 03/09/9 3/	4/801	Contract Develo	peoperity /	<u>EJ 3/9/0</u> 9 ntrol
B. Legal Suffi	ciency:		This item cor County polic	nplies with current ies.	
Assistant Co	ant 3/10/09 Junty Attorney				
C. Other Depa	artment Review:			,	
				*	

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

G:\NBeale\AGENDAS\03-17-09 R&F ICA.doc

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001420

DATE : 01/28/2009

CONTRACT INFORMATION Active

ALFO1198020209523200C

NAME :

ALFORD, MICHAEL

VENDOR CODE:

ALF0119802

INSTRUCTOR:

BASKETBALL REFEREE

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

BASKETBALL

CONTRACT DATE :

01/27/2009

START DATE :

02/14/2009

END DATE :

04/19/2009

CONTRACT AMOUNT :

665.00 REVENUE AMOUNT:

665.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

665.00 AMOUNT LEFT :

665.00

ASSIGNED CATEGORIES:

BASKETBALL REFEREE

17.50 GAME

en lage data and	RECREATION SER	VICES	
ACCOUNT: 0001-580- 5232-3422	VENDOR CODE:ALFO119802	CONTRACT:	\bigcirc
MC: AH PS: N	C FSS: N CC: /	D CA: GPA.	DD: W/

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **27** day of **4w**, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **Michael Alford**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>February 14, 2009</u> and will meet thereafter with the termination date of this agreement being <u>April 19, 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): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Six Hundred Sixty Five Dollars</u> (\$665.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$17.50 per game or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teen Basketball Referee.
- b. Name of class or activity: Youth & Teens Basketball League.
- c. Day(s)/Date(s) Scheduled: 38 games with various dates: 2/14 4/18/09
- d. Time Scheduled: 11am 4pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

Lee Powell PH: (561) 694-5455

- 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: Michael Altord

CONTRACTOR'S Address: 2037 vining crule Apt. 303

CONTRACTOR'S Phone No. 561-472-4826

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. <u>Availability of Funds</u>: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. 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. <u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

LEGAL SUFFICIENCY.

PALM BEACH COUNTY WITNESS	
SIGNATURE Beale	PALM BEACH COUNTY CLEE DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS SIGNATURE Lee B. Powell NAME (TYPE OR PRINT)	SIGNATURE Michael Hitard Bosketball Reference NAME & TITLE (TYPE OR PRINT)
AND FORM AND FORM AND FORM SUFFICIENCY.	

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman - Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

Date: January 14, 2009

Re: Referee – Scope of Services

Michael Alford

Michael will be officiating youth & teen's Basketball at Westgate Recreation Center for ages 8-15 years old. Games will be played on Saturdays beginning February 14, 2009 through Saturday, April 18, 2009 11:00am – 4:00pm.

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



Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applica	ant's Social Security Numbe	er	
Full Name (print) Michael A	Iford	Sex_M	Race <u>Blacks</u>
Date of Birth 1/9/79	_ Driver's License No		
Address 2037 Vining circ	le Apt.303		· · ·
City Wellington	State_Fl	Zip <u>3</u> 3°	119
information regarding myself. This County, State, and/or Nate Sex Offender Registry Che Current and Former Address Social Security Number V	s includes the following: tional Criminal History Back necks resses		
I, the undersigned, authorize the abor via telephone in connection with hereby release and hold Palm Bead and harmless at all times from and causes of action of every kind and appellate levels or otherwise, associobtained by Palm Beach County wipolicies and procedures and state a	my agreement to enter into ch County, its agents, design against all claims, liability, e character, including attorney ciated with obtaining or release the held in confidence in account of the confidence in account of	a contract with Palm nees, employees, an xpenses, losses, co 's fees and costs, w sing the above infor	n Beach County. I and elected officials free sts, fines, damages or hether at trial or mation. Information
Print Name: Michael Alford		Date: <u>//8/69</u>	
Signature: M M t		··	· · · · · · · · · · · · · · · · · · ·

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.

1		9-1-min 0x	
APPLICANT:	Michael	Alford	
·	•	Please print complete name	

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

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

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients
	Sections		relating to sexual misconduct with certain mental Health patients
	Sections	741.30	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.50	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		782.04	family or household member murder
		782.0 4	
	•	762.07	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		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
			1

,			825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
			826.04	incest
			827.03	child abuse, aggravated child abuse, or neglect of a child
			827.04	contributing to the delinquency or dependency of a child
			827.05	negligent treatment of children
			827.071	sexual performance by a child
		C1 .	843.01	resisting arrest with violence
		Chapter		obscene literature
			847.05(1)	encouraging or recruiting another to join a criminal gang
		Chapter	893	drug abuse prevention and control only if the offense was a felony or if any other
		Section	985.4045	person involved in the offense was a minor
				sexual misconduct in juvenile justice programs
Explan	ation: (Pro	vide detai	ls of any items ir	initialed above. Attach another sheet if necessary.)
Descrip	otion		i n.	<u>Dates</u>
	<u>, , , , , , , , , , , , , , , , , , , </u>			
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		*		
The abo	ove statem	ents are t	rue and comple	lete to the best of my knowledge. INITIAL:
Contraction promotion and to	······································	***************************************	MARKET STATE OF THE STATE OF TH	
	-			
B	y signing	g this se	ection, I affir	rm that I have not been charged, found guilty or entered a plea of
gı	uilty or n	olo con	tendere (no	contest), regardless of the adjudication, to any of the foregoing
cł	narges ur	ider the	provisions of	of the Florida Statutes or under any similar statute of another
iu	risdictio	n Ials	o affirm that	t I do not have a delinquency record that is similar to any of these
of	fenses.		o unimin mai	true not have a definiquency record that is similar to any of these
01	.1011505.		1	
	All	1		
	W.	M,	////	1-21-09
	1-1-2	An	plicant's Sign	nature D
		* * * P ,	prioditt's Digit	nature Date
				<u>OR</u>
				
By	y signing	this se	ction. I decla	are that my record may contain one or more of the foregoing
Di	isqualify	ing cha	rges acts or	offences and that the soul and that
an	d true w	ith race	rd to any of	offences and that the explanation I have provided is complete
all	u uuc w	ıııı rega	rd to any or	the above charges under the provisions of the Florida Statutes or
un	uer any	sımılar	stature of an	nother jurisdiction.
			*	
			٠	
-		Applic	cant's Signatu	Tro.
		rppiid	mito digitatu	Date



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001421

DATE : 01/28/2009

CONTRACT INFORMATION Active

GIBSON1162270209523200D

NAME:

GIBSON, ARTHUR

VENDOR CODE:

GIBSON116227

INSTRUCTOR:

BASKETBALL REFEREE

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

BASKETBALL

CONTRACT DATE :

01/27/2009

START DATE :

02/14/2009

END DATE :

04/19/2009

CONTRACT AMOUNT :

665.00 REVENUE AMOUNT:

665.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

665.00 AMOUNT LEFT :

665.00

ASSIGNED CATEGORIES:

BASKETBALL REFEREE

17.50 GAME

REGREATION SERVICES ACCOUNT: 0001-580-5232-3422 VENDOR CODE:GIBSON116227 CONTRACT: MC: AH PS: ACC FSS: AP CC: ACC CA: ACC DD: ACC DD
ACCOUNT: 0001-580- 5232-3422
REGREATION SERVICES

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 21 day of ______, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Arthur Gibson, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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4. Specific Details:

- a. Type of service/instructor: Youth and Teen Basketball Referee.
- b. Name of class or activity: Youth & Teens Basketball League.
- c. Day(s)/Date(s) Scheduled: 38 Games with various dates: 2/14 4/18/09
- d. Time Scheduled: 11am 4pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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- 8. Provide the County Representative with _5__ day's notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
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- 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:

 Lee Powell

 PH: 561-694-5455
- 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

contractor's Address: 4191 5th 57th AVE Lake worth FL 33468.

CONTRACTOR'S Phone No. Sel -503-8506

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

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

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

PALM BEACH COUNTY WITNESS SIGNATURE SIGNATURE	PALM BEACH COUNTY Certain
NAME (TYPE OR PRINT) Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS SIGNATURE SIGNATURE	INDEPENDENT CONTRACTOR
NAME (TYPE OR PRINT)	ANHUL Lebson - Refere NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

Date: January 14, 2009

Re: Referee – Scope of Services

Arthur Gibson

Arthur will be officiating youth & teen's Basketball League at Westgate Recreation Center for ages 8-15 years old. Games will be played on Saturdays beginning Saturday, February 14, 2009 through Saturday, April 18, 2009 from 11:00am – 4:00pm

Arthur has officiated basketball games for youth & teens at Westgate Park & Recreation Center since the Fall of 2008.



Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Arthur Lee Cepson SexM Race Blk
Date of Birth 11-5-83 Driver's License No. 6125-052-43-405-8
Address 4/91 South 59th AVE Apt C Lake worth FL 33463
City Lake Worth State Ph zip 33463
I, 4thur L Cibon, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Athur h Coloson Date: 1-8-2009
Signature: Delta Kilson

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Arthur Lee 6:050N

Please print complete name

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

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

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients
	Sections		relating to sexual misconduct with certain mental Health patients
	Sections	741.30	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
		702.04	family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
,		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
	*	784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section	798 02	lewd and lascivious behavior
	Chapter	800	lewdness and indecent exposure
	Section	806.01	arson
	Chapter	812	felony theft and/or robbery
	Chapter Section Chapter Sections	817.563	fraudulent cale of controlled substances is a second secon
******	200110113	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
		043.1023	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult

Expl	anation: (Pro	825.103 826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	exploitation of disabled adults or incest child abuse, aggravated child abuse contributing to the delinquency of negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another drug abuse prevention and control person involved in the offense was sexual misconduct in juvenile justicated above. Attach another sheet if necessiting abuse interests another sheet if necessiting another sheet if necess	ase, or neglect of a child or dependency of a child to join a criminal gang of only if the offense was as a minor tice programs	
	ription	• • • • • • • • • • • • • • • • • • •	Transfer anomer sheet it nec	Dates	
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			<u>OR</u>		
a	and true w	ang charges, acts or	ore that my record may contain offences and that the explanation the above charges under the proof other jurisdiction.	on I have provided is	
-		•			
		Applicant's Signatur	re	Date	

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001422

DATE : 01/28/2009

CONTRACT INFORMATION Active

ANDRE1162690209523200D

NAME :

ANDRE, CAROLINE

VENDOR CODE:

ANDRE116269

INSTRUCTOR:

CHEERLEADING

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

CHEERLEADING

CONTRACT DATE : 01/27/2009

START DATE :

02/10/2009

END DATE :

04/19/2009

CONTRACT AMOUNT :

660.00 REVENUE AMOUNT:

660.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

660.00 AMOUNT LEFT :

660.00

ASSIGNED CATEGORIES:

CHEERLEADING

22.00 CLASS

RECREATION	ON SERVICES
ACCOUNT: 0001-580- 5232-3422	16269 CONTRACT:
MC: AH PS: JAC FSS: JU (CC: CA: QOL DD: (M)

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **27** day of **400**, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **Caroline Andre**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 10, 2009</u> and will meet thereafter with the termination date of this agreement being <u>April 19, 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): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Six Hundred Sixty Dollars</u> (\$660.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$22.00 a class or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: **Youth and Teen Basketball Cheerleading Coach**.
- b. Name of class or activity: Youth & Teens Basketball League.
- c. Day(s)/Date(s) Scheduled: 10 practices and 20 games with various dates: 2/14 4/18/09.
- d. Time Scheduled: 11am 1pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>8</u> and a maximum of <u>12</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 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 5 days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <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:

<u>Lee Powell</u> PH: <u>(561) 694-5455</u>

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

Director of 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:

.

CONTRACTOR'S Address: ____

CONTRACTOR'S Phone No.

561-313-6251

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

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- 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.
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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 Dale NAME (TYPE OR PRINT)	PALM BEACH COUNTY COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS Whieme Huisman SIGNATURE Adrienne Huisman NAME (TYPE OR PRINT)	SIGNATURE Carolin Andre Choonleading Carolin NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

me deligent

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

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

Date: January 14, 2009

Re: Cheerleading - Scope of Services

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

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will vary and cheer time will be on Saturdays for two (2) hours during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played Saturday, February 10, 2009 through Saturday, April 18, 2009

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



Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Carolin Andre. Sex F Race B
Date of Birth 1/13/09 Driver's License No. A536-101-76-513-0
Address 4731 D Orleans Court
City West Palm Beach State F1 Zip 33415
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Caroline Andre Date: 1/9/09
Signature:

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	Carolin	Andre	•	
		Please print complete name		

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

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

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		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
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		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
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		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	806.01	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 disable deal law and a second
			exploitation of disabled adults or elderly persons, if the offense was a felony incest
			child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child
			negligent treatment of children
			sexual performance by a child
			resisting arrest with violence
	Chapter		obscene literature
			encouraging or recruiting another to join a criminal gang
			drug abuse prevention and control only if the offense was a felony or if any oth
	-		person involved in the offense was a minor
· · · · · · · · · · · · · · · · · · ·	Section	985.4045	sexual misconduct in juvenile justice programs
lanation: (Pro	vide detai	ls of any items ir	nitialed above. Attach another sheet if necessary.)
cription			<u>Dates</u>
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	·		
above statem	ents are t	rue and comple	ete to the best of my knowledge. INITIAL:
By signing	g this se	ction, I affir	m that I have not been charged, found guilty or entered a plea of
guilty or n	olo con	tendere (no d	contest), regardless of the adjudication, to any of the foregoing
charges un	der the	provisions of	of the Florida Statutes or under any similar statute of another
iurisdiction	n Talso	affirm that	I do not have a delivery under any similar statute of another
offenses	11. 1 a15(o ammin mai	I do not have a delinquency record that is similar to any of these
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	Anı	plicant's Signs	ature /// D
			, Date
			<u>OR</u>
By signing	this see	otion I does	
Disqualifie	na obor	cuon, i decia	are that my record may contain one or more of the foregoing
Disquantry	ing chai	ges, acts or o	Offences and that the explanation I have provided in annual to
und tide wi	ui i egai	iu to any of t	the above charges under the provisions of the Florida Ctatutar
under any s	similar s	stature of and	other jurisdiction.
	Applie	ant's Signatur	
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4.



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001423

DATE : 01/29/2009

CONTRACT INFORMATION Active

RISING1216910209525400A

Certificate of Insurance

NAME :

RISING STARS GYMNASTICS, INC.,

VENDOR CODE:

RISING121691

INSTRUCTOR:

GYMNASTICS

ACCOUNT NUMBER :

0001-580-5254-00-3422

LOCATION:

COCONUT COVE RECREATION CENTER

PROGRAM:

GYMNASTICS

CONTRACT DATE :

01/27/2009

START DATE :

02/06/2009

END DATE :

08/29/2009

CONTRACT AMOUNT :

9,900.00 REVENUE AMOUNT:

9,900.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

9,900.00 AMOUNT LEFT :

9,900.00

ASSIGNED CATEGORIES:

GYMNASTICS

0.70 PCT

AQUATICS	
ACCOUNT: 0001-580- 5254-3422 VENDOR CODE: VC0000121691	CONTRACT:
MC:4CL PS: ACL FSS: ON OF CC:	CA: Q.OH. DD: DHL

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **21** day of **4** day of **4** Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Rising Stars Gymnastics, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Gymnastics and Cheerleading program</u>, 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>February 6, 2009</u> and will meet thereafter with the termination date of this agreement being August 29, 2009.
- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$75.00</u> per <u>8 Week Session</u> Revenue Account No. <u>0001-580-5254-4721-09</u>

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Nine Thousand-Nine Hundred Dollars (\$9,900.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$_____ or 70% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Gymnastics and Cheerleading Instructor
- b. Name of class or activity: Gymnastics, Cheerleading
- c. Day(s)/Date(s) Scheduled: Friday from February 6, 2009 August 29, 2009
- d. Time Scheduled: <u>10:00AM-11:35AM / 2:45PM-6:50PM</u>
- e. Location: Coconut Cove Waterpark and Recreation Center
- f. A minimum of <u>10</u> and a maximum of <u>50</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>10 days notice of all schedule conflicts/changes.</u>
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

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

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

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

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

and if sent to	the	CONTRA	ACTOR	shall	be mailed to
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CONTRACTOR'S Name: Julie Wilmott

CONTRACTOR'S Address: 1088 South Rogers Circle Boca Raton, FL 33487

CONTRACTOR'S Phone No. (561) 998-4225

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

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

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

PALM BEACH COUNTY WITNESS	
FALM BLACH COUNTY WITNESS	
Mary Dule	PALM BEACH COUNTY
Marcu Boale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	
CONTRACTOR WITHER	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
the Olomban	INDEPENDENT CONTRACTOR
HUGO MONTENEGRO	SIGNATURE MAN ALLEMENT
NAME (TYPE OR PRINT)	Julie Willmott, owner, Riging Sturs NAME & TITLE (TYPE OR PRINT) Soymnashi
FERROVED AS TO FORM AND FEGAL SUFFICIENCY	

Rising Stars Gymnastics

"Where the stars come to shine!"

SCOPE OF SERVICE

Rising Stars Gymnastics will be providing Gymnastics classes from February 6, 2009-August 29, 2009 on Fridays from 10:00 am to 6:50 pm. Beginner Gymnastics skills will be taught on Floor Exercise, Vault, Bars and Balance Beam. The cost of the program is \$75.00 every 8 weeks and Rising Stars Gymnastics will receive 70% of class fees collected. Rising Stars Gymnastics will supply the equipment listed on attached page for student use during the classes.

Julie Willmott, Owner Rising Stars Gymnastics

EQUIPMENT TO BE SUPPLIED BY RISING STARS GYMNASTICS





1 folding bar



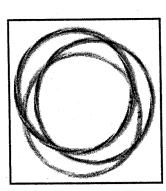




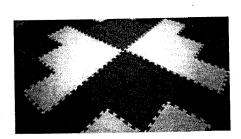
1 small vault board



1 cartwheel mat



Hoola Hoops



6-8 foam squares for kids to sit on

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIO Snyder Insurance Services, Inc. 6900 College Blvd, Suite 200 Overland Park KS 66211 800-874-8704 INSURED RISING Stars Gymnastics 1088 S Rogers Circle INSURER A FPINIDATE OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDIN ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE ANY REQUIREMENT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM, EXCLUSIONS AND CONDITIONS OF SUC POLICIES AGRECATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ASSUMPTION OF INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM, EXCLUSIONS AND CONDITIONS OF SUC POLICIES, AGGRECATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ANY COMMERCIAL GREENAL LIABILITY A COMMERCIAL GREENAL GREENAL GREENAL GREENAL GREENAL GREENAL GREENAL GREE
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If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$
OTHER C.C. DISCASE - POER 7 ENWIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
S. S
Certificateholder listed below is named as Additional Insured
CERTIFICATE HOLDER
CERTIFICATE HOLDER CANCELLATION
Palm Beach County Board of County Commissioners 2700 6th Avenue S Lake Worth, FL 33461 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTE NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHAIL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF
REPRESENTATIVES.
ACORD 25 (2001/08) ACORD 25 (2001/08)

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.



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Julie Ann Willmott Sex F Race W
Date of Birth 3-24-69 Driver's License No.
Address 1029 6 Brookville Ln. Boca Raton
City Boca Ration State FL Zip 33428
I, Julie Willyoff, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Julie Willmott Date: 1-5-09
Signature: Wille Will Will



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Provide		1. 101
Which service(s) are you inte	rested in providing? (MM)	ashes/Cheer Progr
List prior work experience in	providing this service:	
<u>Dates</u>	Agency/Company	Representative
(A). 1987-Present	self-	self
1991-Present	self Qua	Self
2005-Present	Self-Rising Stars by	mashis Self
Scope of Work		Contact #
Director-Cityot	Brea Raton bumna	stics Program Sal-3
Founder & Head C	Brea Raton bymna bach - Rising Stars of Stars bymmshics	Symnastics Team 57et
Auner Ricina	Stars bum ou sh'es	5701-9
Durier in string	214130411111111101100	VVIII .
<u>Dates</u>	Agency/Company	<u>Representative</u>
(B).		
Scope of Work		Contact #



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

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

VENDOR REGISTRATION FORM PLEASE TYPE OR PRINT IN BLACK INK

	of Information
Headquarters (Legal Name) of Company:	ng Stars Lymnastic S name to which Federal I.D. or Taxpayer ID is assigned.)
(Must match	name to which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name:	'A or fictitious name only if applicable.)
Type of Business Entity (check one): [] Individual [] Sole Proprietorship [] P	
Business Commodity Offered (check one): [] Goods Only [v] Services Only [] Good	Is and Services
Taxpayer ID: List your Federal ID (IRS W-9 Form) or	Taxpayer ID Number: (XV X 7 0 0 7 0 3
1. Please list below your Headquarters	address information:
Address: 1088 S. Rogers Cir	
city: Boca Raton	State/Province: FL
Zip/Postal Code: 33428 co	ountry: USH
Main Phone Number: 501-998-4225	
Main Phone Number: July 110	in harising stars our ne
Contact Name: JUIIE WITTMOTT	E-mail Address: in to @ rising stars gym. ne (E-mail Address may be used for Orders Contracts)
Contact Phone Number: <u>567-445-3630</u>	Alternate Phone Number:
Contact Fax Number:	Alternate Fax Number:
 Please list below your <u>Payment Addragon</u> address if necessary, or check here it Address:	ess/Accounts Receivable Department information f [] Same as Headquarters:
City:	State/Province:
Zip/Postal Code: C	
Main Phone Number:	
Contact Name:	E-mail Address:
Contact Phone Number:	Alternate Phone Number:
Contact Fax Number	Alternate Fax Number

State/Province: Country: E-mail Address: (E-mail Address may be used for Orders/Contracts Alternate Phone Number: Alternate Fax Number:
E-mail Address: (E-mail Address may be used for Orders/Contracts Alternate Phone Number:
(E-mail Address may be used for Orders/Contracts Alternate Phone Number:
Alternate Fax Number:
Who Are Palm Beach County Employees or mployees:
sition/Title:
sition/Title:
sition/Title: <u>Hesident</u>
sition/Title: <u>President</u> sition/Title: <u>Vice-Hesident</u>
sition/Title: Secretary

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:	_ Julie Ann Willmott	
	Please print complete name	

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

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
***************************************	Sections	741.30	domestic violence and injunction for protection (defined in 741.28) means any
		, 11,50	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	
***************************************		782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
-		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		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
·		825.103	person or disabled adult 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
	ter 847	obscene literature
	on 847.05(1)	encouraging or recruiting another to join a criminal gang
Chap	ter 893	drug abuse prevention and control only if the offense was a felony or if any of
		person involved in the offense was a minor
Section	on 985.4045	sexual misconduct in juvenile justice programs
planation: (Provide de	tails of any items init	tialed above. Attach another sheet if necessary.)
scription		Dates
		<u> </u>
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•	-	<u></u>
above statements ar	e true and complete	e to the best of my knowledge. INITIAL:
guilty or nolo co	ontendere (no co ne provisions of	that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another do not have a delinquency record that is similar to any of these during the similar to any of the similar to any of these during the similar to any of the foregoing the Florida Statutes or under any similar statute of another do not have a delinquency record that is similar to any of these during the similar to any of the similar to any of the similar to any of these during the similar to any of the similar to any of these during the similar to any of the similar to any of these during the similar to any of the similar to any o
		<u>OR</u>
Disqualifying ch	arges, acts or or gard to any of the	e that my record may contain one or more of the foregoing ffences and that the explanation I have provided is complete above charges under the provisions of the Florida Statutes or ther jurisdiction.
and true with reg	arges, acts or or gard to any of the	ffences and that the explanation I have provided is complete the above charges under the provisions of the Florida Statutes or ther jurisdiction.



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001424

DATE : 02/05/2009

CONTRACT INFORMATION Active

PALM01680209525200J

Certificate of Insurance

NAME :

PBC OFFICIALS ASSN.,

VENDOR CODE:

PALM0168

INSTRUCTOR:

VOLLEYBALL OFFICIAL

ACCOUNT NUMBER :

0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

VOLLEYBALL

CONTRACT DATE :

02/04/2009

START DATE :

02/10/2009

END DATE :

04/15/2009

CONTRACT AMOUNT :

1,728.00 REVENUE AMOUNT:

1,728.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,728.00 AMOUNT LEFT :

1,728.00

ASSIGNED CATEGORIES:

VOLLEYBALL OFFICIAL

32.00 GAME

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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the day of formula of the sound of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Junior Volleyball League</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>February 10, 2009</u> and will meet thereafter with the termination date of this agreement being <u>April 15, 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): <u>\$75.00 per participant</u>. Revenue Account No. <u>0001-580-5252-4721-09</u>

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>One Thousand Seven Hundred Twenty-Eight Dollars.</u> (\$1,728.0056). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a biweekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$32.00/official per game (2 officials) or _____% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Volleyball Official
- b. Name of class or activity: <u>Junior Volleyball League</u>
- Day(s)/Date(s) Scheduled: <u>Tuesdays, February 10, 2009 ~ April 14, 2009</u>
- d. Time Scheduled: <u>6:00 9:00pm</u>
- e. Location: West Boynton Park and Recreation Center
- f. A minimum of <u>96</u> and a maximum of <u>140</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.
- 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.
- Provide the County Representative with <u>5</u> days notice of all schedule conflicts/changes.
- CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 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.
- 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:

Garrett Pearson PH: (561) 355-1125

- 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 CONTRACTO	
CONTRACTOR'S Name:	TAIMBEACH COUNTY OFFICIALS FACE
CONTRACTOR'S Address:	Olo RUSS BLACK
CONTRACTOR'S Phone No.	1320 Fishers PiAce WPB, Fr 33413
14. Remedies: This Agreement shall I	be governed by the laws of the State of Florida. Any legal action necessary to

- 14. Remedies: This Agreement shall be governed by the laws/of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. 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. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS SIGNATURE SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT) Reale	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
NAME (TYPE OR PRINT)	SIGNATURE SIGNATURE PUBSCI L. BACK - Frebidant MAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

AMELIAN

ONLY

ATTORNEY

SCOPE OF SERVICE

Russ Black Palm Beach County Officials Association

Mr. Black/PBCOA will be providing services as a volleyball official for the West Boynton Recreation Center Junior Volleyball League.

Officials will be using rules governed by the Florida High School Athletic Association and all supplemental rules related to the West Boynton Junior Volleyball League.

Games will be played on Tuesdays from February 10, 2009 through April 14, 2009. Game times will range from 6:00-9:00pm. A fee for services provided will be \$32.00 per official per game.

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PAGE 03

CERTIFICATE OF INSURANCE 12/04/2008 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION PRODUCER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783 INSURED INSURERS AFFORDING COVERAGE National Association of Sports Officials (NASO) INS. A: AXIS Insurance Company INS, B: St. Paul Fire & Marine Insurance Company 2017 Lathrop Ave. Racine, WI 53405 INS. C PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PLACE GREENACRES. FL 33413 CERT NUMBER: 1000724848

COVERAGES

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

INS. I. POLICY. | POLICY. | POLICY. |

LTR	POLICY	POLICY NUMBER	POLICY	FOLICY EXPIRATION	LIMITS	
Α	GL	AXGL01100090-08	09/30/2008 12:01 a.m.	09/30/2009 12:01 a.m	General Aggregate Products Completed Operations Aggregate Personal and Advertising Injury Each Occurrence Damada to Premises Rented to You (Any One Premises) Medical Expense Limit (Any One Person)	2,000,000 2,000,000 1,000,000 1,000,000 100,000 Excluded
В	UMB	Qk0e501e54	09/30/2008 12:01 a.m.	C9/30/2009 12:01 a,m.	General Aggregate Products-Completed Operations Aggregate Each Occurrence	2,000,000 2,000,000 2,000,000
DESC	FUPTION O	F OPERATIONS// OCA	ITIONS/VEHICL	SALEYCI JISIONS	ADDED BY ENDORSEMENT/SPECIAL PROVISIONS	

Other Named Insured: NASO-Member association that here paid the appropriate premium and have been engined to the pokey, but only white acting in their capacity as a NASO member local association including assigning assigning assigning sponsoling sentiness, conferences carmos clinicaland similar meetings designed in improve officialing knowledge & skills. Goverage and include officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage. The Umbrutta policy contains a Selt Insured Relembut of \$10,000.

The Unibralia Policy Self Piscred Retention applies only when Sodily injury. Property Demage, Personal injury or Advertising Injury are not covered by either any Scheduled Underlying Insurance or any scheduled retained limit, and caused by any one occurrence.

The Certificateholder is only an additional insured with respect to liability caused by the regigence of the Named Insured as par Form AX 191003- Additional insured - Certificateholders, effective September 30, 2008

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 8TH AVENUE SCUTH

LAKE WOPTH, FL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE THALL INPOSE NO UBLIGATION OF LIBBILITY OF ANY KIND UPON THE COMPANY. ITS AGENTS OP REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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PALM BEACH COUNTY

Attachment E Page 1 of 2

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are y	ou interested in providing?	DA //
List prior work experi	ence in providing this service:	
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Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) PUBBELL A. BLACK Sex M Race W
Date of Birth 10-72-47 Driver's License No. 8420-437-47-397-10
Address 1520 FISHERS RU
City GRES State FC Zip 33415
I, Just Black, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks

- Current and Former Addresses
- Social Security Number Verification

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

Print Name:

Signature:

Date:

1-23-09

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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.

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section	798.02	lewd and lascivious behavior
<u> </u>	Chapter	800	lewdness and indecent exposure
		806.01	arson
Ry	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
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	826.04	incest			
	827.03	child abuse, ag	gravated child abuse, or ne	glect of a child	
	827.04	contributing to	the delinquency or depend	ency of a child	
	827.05	negligent treatr	nent of children		
	827.071	sexual perform			•
	843.01 Chapter 847	resisting arrest			•
	Chapter 847 Section 847.05(1)	obscene literati			
<u></u>	Chapter 893		recruiting another to join a	criminal gang	• • • • • •
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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001425

DATE : 02/09/2009

CONTRACT INFORMATION Active

SWING12231102095201 A

Certificate of Insurance

NAME :

SWING WITH THE KING, INC.,

VENDOR CODE:

SWING122311

INSTRUCTOR:

TENNIS INSTRUCTOR

ACCOUNT NUMBER :

0001-580-5201- -3422

LOCATION:

JOHN PRINCE PARK

PROGRAM:

TENNIS

CONTRACT DATE :

02/06/2009

START DATE :

02/11/2009

END DATE :

09/30/2009

CONTRACT AMOUNT :

6,000.00 REVENUE AMOUNT:

6,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

6,000.00 AMOUNT LEFT :

6,000.00

ASSIGNED CATEGORIES:

TENNIS INSTRUCTOR

0.70 PCT

		400000	RECRE	ATION SERV	ICES	reached to	100 mg/s 100
AC	COUNT: 0001-5	80- 5201 -3422	VENDOR CODE:		CONTRACT:	Curadidata A CA	\mathcal{M}
M	c: <i>[/\</i>	PS:	FSS: గ్రా	cc: J	CA:	D	D([W]
			PENDENT CON CH COUNTY PA				
Tł		Palm Beach	e <u>6</u> day of 3 County, Florida, h , an Independent	ereinafter referre	ed to as the "CO	UNIY" and	
			WIT	NESSET	Н:		
co			desires to make a fic service for that		Tennis pro	gram, and desire	es to contract with
pro	WHERE eviding said p		and CONTRACTO	OR desire to clari	fy and define the	eir responsibilitie	es with regard to
and		HEREFORE , in co TOR hereby agree	nsideration of the r as follows:	nutual covenants	and promises	contained hereir	n, the COUNTY
1.	Term: The of the terminat	class, activity or se ion date of this agr	ervice will begin on reement being <u>Se</u>	February 11, 20 ptember 30, 200	009 9	and will mee ·	et thereafter with
2.	charges from	m participants. The	rks and Recreation e fee(s) charged by 001-580- 5201-472	the COUNTY fo			
3.	Payments 1	o Contractor:					
	a .	not exceed a total notify the COUN reached. The Country of payments, or a the Scope of Wo	t to be paid by the al contract amount TY's representative ONTRACTOR will as otherwise providerk. Where increme exceed the estimate	of Six Thousan e in writing when bill the COUNTY led in Exhibit "B" ntal billings for p	d Dollars (\$6, 90% of the "not on a bi-weekly for services rer artially complete	000). The CON to exceed amo basis per the at odered toward the ditems are per	TRACTOR shall unt" has been tached schedule to completion of mitted, the total
	b.	The CONTRACT class or activity.	FOR's fee shall be	the sum of \$ <u>N</u>	<u>/A</u> or <u>70</u> % of t	the paid enrollm	ent fees for the
4.	Specific De	tails:				•	uad
	a.	Type of service/i	nstructor: Tenni	<u>s</u>	·	recei	
	b.	Name of class or	activity: <u>Tenni</u>	S		1489100	
	C.	Day(s)/Date(s) S	cheduled: Monda	ay through Sund	ау		
	d.	Time Scheduled:	<u>Various</u>				
	e.	Location: <u>John</u>	Prince Park Tennis	Courts			
	f.	COUNTY prior to	I/A and a maxion and a maxion commencement of the arrangement of the arrangement and the arrangement and arrangement and arrangement and arrangement and arrangement arrangement arrangement and arrangement arran	f the class or ac	ivity. COUNTY	reserves the rig	iht to cancel each

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

9. Performance:

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

10.	Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this
	Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
	Clifford Battles PH: 966-7031
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:Danny King; President , Swing with the King, Inc.
	CONTRACTOR'S Address: 400 N.W. 2 nd St. Delray Beach, FL 33444
	en de la companya de La companya de la co
	CONTRACTOR'S Phone No(561) 441-2204.
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

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

this Agreement.

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

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

- 19. <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.

DALM DEAGLE COUNTY METALECO	
PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Na Bare	FALM BLACTI COUNTY
SIGNATURE/	The lave
NANCY Bede	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
	COUNTY ADMINISTRATOR (il contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Utt /Lo	Joans L. King
SIGNATURE	SIGNATURE
Cliff Battles	Danny King; President, Swing with the King, Inc.
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Owne Olland
COUNTY ATTORNEY

SCOPE OF SERVICE

SWING WITH THE KING, INC.

Swing with the King, Inc. will be providing tennis classes at John Prince Park Tennis Courts, located at John Prince Park, 2700 6th Avenue South, Lake Worth, Florida.

Classes will be provided for youths 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 February 11, 2009 through September 30, 2009.

Equipment to be used includes tennis rackets and tennis balls.

SWING WITH THE KING, INC. JPP PROPOSED FEES AND PROGRAMS

PRIVATE LESSONS

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

SEMI PRIVATE RATES: ADULTS Per person per hour.

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

SEMI PRIVATE RATES: JUNIORS Per person per hour.

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

CLINICS: ADULTS Per person per hour.

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

Minimum 4 / Maximum 8 Students per Class

Daily Cost \$15.00

CLINICS: JUNIORS Per person per hour.

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

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

Minimum 4 / Maximum 12 Students per Class

Daily Cost \$15.00

Junior Dynamic Stroke & Match Play

Int/Adv level

Ages 11-17 / 2 hour sessions / \$20 Per Session

Min 5 / Max 12

QUICK START TENNIS FORMAT CLINICS

The new way to play tennis for kids 10 and under

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

		_
Rates Per Child		
Daily Cost	\$15 AA	Ì

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

ADULT LEAGUE PLAY

8 Week Session Scores are accumulated and top players receive award. Minimum of 12 players, maximum of 16. Level of play 3.0-3.5 Cost per person \$65

		CORD CERTIFIC		ITY INS	URANCE		DATE (MWDD/YYYY) 12/23/2008
Co	ast	R (843)785-7733 al Plains Insurance Box 6869	FAX (843)686-4369	ONLY AND HOLDER.	CONFERS NO RITHIS CERTIFICATE	ED AS A MATTER OF INF GHTS UPON THE CERTIF E DOES NOT AMEND, EXT FORDED BY THE POLICIE	TICATE TEND OR
		w Circle n Head Island, SC 29938		INSURERS A	FFORDING COVE	RAGE	NAIC#
INS	RED	Professional Tennis Reg	istry	INSURERA: C	apitol Specia	lty Insurance	
		P.O. Box 4739		INSURER B:			
		Hilton Head, SC 29938		INSURER C:	······································		
				INSURER D:			
				INSURER E:		······································	
CQ	/ER/	AGES					
N P	NY R AY P OLIC	OLICIES OF INSURANCE LISTED EQUIREMENT, TERM OR CONDIT ERTAIN, THE INSURANCE AFFOR IES. AGGREGATE LIMITS SHOWN	ION OF ANY CONTRACT OR OTI	HER DOCUMENT BED HEREIN IS S PAID CLAIMS.	WITH RESPECT T UBJECT TO ALL T	O WHICH THIS CERTIFIC HE TERMS, EXCLUSIONS	ATE MAY BE ISSUE
NSR LTR	ADD I	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
		GENERAL LIABILITY	CS00217967/51209		09/01/2009	EACH OCCURRENCE	\$ 1,000,00
		X COMMERCIAL GENERAL LIABILITY		,		DAMAGE TO RENTED PREMISES (Fa ocqurence)	\$ 100,00
		CLAIMS MADE X OCCUR			ľ	MED EXP (Any one person)	\$ 5,00
A	ŀ.		•	*		PERSONAL & ADV INJURY	\$ 1,000,00
						GENERAL AGGREGATE	\$ 2,000,00
		GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,00
		AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		HIRED AUTOS NON-OWNED AUTOS		-		BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	i	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	s
		EXCESS/UMBRELLA LIABILITY	CS00217910/51209	09/01/2008	09/01/2009	EACH OCCURRENCE	\$ 5.000.00
		X OCCUR CLAIMS MADE			İ .	AGGREGATE	\$ 5,000.00
A] .		\$
		DEDUCTIBLE			Ì		\$
		X RETENTION \$ 10,000					\$
		KERS COMPENSATION AND		· · · · · · · · · · · · · · · · · · ·		WC STATU- OTH-	
		OYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$
	OFFI	CER/MEMBER EXCLUDED?			1		\$
	SPEC	describe under IAL PROVISIONS below					\$
	OTHE	R				Abuse/Molestati	ion \$100,000
A		•	CS00217967/51209	09/01/2008	09/01/2009	Per Occur	•
						Aggregate \$	\$100,000
in	RIPTIC B3-C IY L	on of operations/Locations/vehicle ertificate Holder is lis . King, dba Swing with t	es/exclusions added by endorseming ted as Additional Insu	ent/special provis red #224 wit nd St. Delra	h respects to y Beach, FL 3	PTR Member #2578	3
EF	TIFIC	ATE HOLDER		CANCELLAT	ON		
	(Palm Beach County Board Commissioner C/O Parks and Recreatio	•	EXPIRATION I	DATE THEREOF, THE IS S WRITTEN NOTICE TO	RIBED POLICIES BE CANCELLED SUING INSURER WILL ENDEAV THE CERTIFICATE HOLDER NAM	OR TO MAIL IED TO THE LEFT,
1			BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE				
			1	M.D. Barker, III/CAM			

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.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	DANN L. KING
Nam	e of Recreation Service Provider/Sports Official
1.	Which service(s) are you interested in providing? TENNIS INSTRUCTOR
	TOHA PRINCE PARK
2.	List prior work experience in providing this service:
	<u>Dates</u> <u>Agency/Company</u> <u>Representative</u>
	2006-PRESENT South Olive TENNIS CHE. WOB City PAKELER GATION
	Sanser RIDGE PARK/LARE Worth Parks & LEC.
	SKIP JACKSON, DIRECTON S.J.T. I. Exc.
	Scope of Work Contact #
	OPEANIZE, CHEATE + INSTAUCT JUNION & ADULT PROGRAMS
•	CHEATE TERMS LEAGUES, CLINICS.
	<u>Dates</u> <u>Agency/Company</u> <u>Representative</u>
	1996-2006 SUNSET RIDGE PARK, LAKE WORTH LAKE WORTH PARKS & RECESATION, DANLY BOYD
	LARE WORTH PARKS & RECREATION, DARRY BOYD
	Scope of Work Contact #
	CHEATERS AST (GAMS FLOGRAM FOR CHEAT LANCE
	CHEATER JEST TENES PROGRAM for CHYST Lake Worth, Decanted and hand bed All aspects of

•	I Sout Ahm	al Paris	est	
	Justy High	as Masco		<u> </u>
-			<u></u>	
Scope of Work	-			Contact #
Sylan a	brecten ans	weal For	unamer	I held a
Velson B	end Terris	X Hote	n Kis	Van event
Soft	coordinate	a Ol Bross	+11	and the
- Currey	ways .	act aspo		
List any licenses/cer	tification/education y	ou have complete	d relevant to p	providing this ser
<u>Dates</u>	License/certif	ication/education	<u>La</u>	cation/Instructor
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1910-1110	M asin (illuco		naual /th
4000-fr	but SFRT	A Tourses	tou.	outh Ho
·				
		_		
Are you or any of yo and Recreation Depa	ur employees related artment?	to anyone emplo	yed by the Pal	m Beach County
ن Yes	No.		•	
	2 110			
If yes, give na	me and relationship.			

Agency/Company

<u>Dates</u>

Representative



Contact Fax Number:_

MAIL TO:

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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

/ FLEASE II	FE OR FRINT IN BLACK INK
	nge of Information
	WING WITH THE KING, INC. atch name to which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name:	WING WITH THE KING, TWC - D/B/A or fictitious name only if applicable.)
Type of Business Entity (check one): [] Individual [] Sole Proprietorship [
Business Commodity Offered (check one): [] Goods Only [] Services Only [] G	and the control of th
Taxpayer ID: List your Federal ID (IRS W-9 Form)	or Taxpayer ID Number: 26-3342845
1. Please list below your Headquarte	rs address information:
Address: 400 N.W. 240	
city: DELRAY BEACH	State/Province: FCA -
Zip/Postal Code: 33444	Country: USA
Main Phone Number: 561-441-2204	
	E-mail Address: Danknee 4000 yahoo.Com (E-mail Address may be used for Orders/Contracts)
Contact Phone Number: <u>561.441.2204</u>	Alternate Phone Number: <u>561 · 722 · 4856</u>
Contact Fax Number:	Alternate Fax Number:
2. Please list below your <u>Payment Ad</u> address if necessary, or check her	dress/Accounts Receivable Department information e if [1] Same as Headquarters:
Address:	
City:	State/Province:
Zip/Postal Code:	Country:
Main Phone Number:	•
Contact Name:	_ E-mail Address:
	Alternate Phone Number:

_ Alternate Fax Number: _

	ess:
City:_	State/Province:
Zip/P	ostal Code: Country:
Main	Phone Number:
	ct Name:E-mail Address
	(E-mail Address may be used for Orders/Contracts)
Conta	ct Phone Number: Alternate Phone Number:
Conta	ct Fax Number: Alternate Fax Number:
Name	List Company Officers or Principals Who Are Palm Beach County Employees or are Related to Palm Beach County Employees: Position/Title:
Name	Position/Title:
Name: Name:	List Company Officials: DANNY L. KING Position/Title: Position/Title:
vame:	Position/Title:
6.	If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit www.pbcgov.com/osba and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840
	Affix Authorized Signature of Company Officer on Brigary 1/2
'. 'rint N	Affix Authorized Signature of Company Officer or Principal (Required for Registration): ame: Dawy L. King Title: Principal (Required for Registration):



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) DANNY LEE KING SexM Race BLK
Date of Birth 10/12/1957 Driver's License No.
Address 400 N.W. 2ND ST.
City DELKMY BEACH State FLA Zip 33444
I, Dawy L. KING, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: DANNY LEE KING Date: 1/2/09
Signature: 1 Cause S. King
THE REPORT OF THE PARTY OF THE



Full Name (print)

Contractor Background Screening Consent/Release Form

Date of Birth 7 5 43 Driver's License No. W436-458-43-245-0
Address 1425-39th Street
City West PAlm BEACL State 7/A Zip 33407
I, Junes T. Macazon, J., authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Janus T. WALDROW, & Date: 8/29/08
Signature:

Applicant's Social Security Number

AMES T. WALDROW, de

_____ Sex_*M* Race_______



Contractor Background Screening Consent/Release Form

Full Name (print) Jeffery Ivory Sex M Race Black
Date of Birth 7-16-61 Driver's License No. <u>I160 432 61256-0</u>
Address 2448 CRAW Ford COURT
City Lantana State Fla Zip 33462
I, <u>TEHERY IVORY</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Jetfery Ivory Date: 8-29-38
Signature:

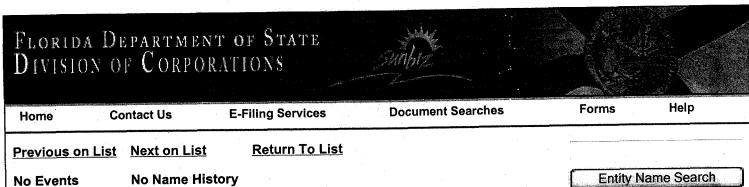
Applicant's Social Security Number



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Mark Keefer Noble Sex M Race W
Date of Birth 8/2/54 Driver's License No. N 140-551-54-282-0
Address 17630 Woodview Terrace
City Boca Raton State FL Zip 33487
I, Markhalle, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Mark Noble Date: 8/30/08
Signature:

www.sunbiz.org - Department of State



Detail by Entity Name

Florida Profit Corporation

SWING WITH THE KING INCORPORATED

Filing Information

Document Number P08000083953

FEI Number

NONE

Date Filed

09/12/2008

State

Status

ACTIVE

Effective Date 09/15/2008

Principal Address

400 NORTHWEST 2ND STREET DELRAY BEACH FL 33444

Mailing Address

400 NORTHWEST 2ND STREET DELRAY BEACH FL 33444

Registered Agent Name & Address

KING, DANNY L **400 NORTHWEST 2ND STREET DELRAY BEACH FL 33444 US**

Officer/Director Detail

Name & Address

Title P

KING, DANNY L **400 NORTHWEST 2ND STREET DELRAY BEACH FL 33444**

Annual Reports

No Annual Reports Filed

Document Images

09/12/2008 -- Domestic Profit View image in PDF format

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

Page 2 of 2

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1/29/2009

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	DANNY	LEE	KiNG	
		Please print comp	lete name	

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

	Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients 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
·.		711.50	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			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)	
		767.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		787.04(3)	pending custody proceedings
		767.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		790.115(1)	child at a custody hearing or delivering the child to the designated person
			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
		794.011	school property
		794.011	sexual battery
	Chapter		prohibited acts of persons in familial or custodial authority (former)
<u>-</u>	Section		prostitution
			lewd and lascivious behavior
	Chapter Section		lewdness and indecent exposure
			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
		025 102	person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

826,04	incest
827.03	child abuse, aggravated child abuse, or neglect of a child
827.04	contributing to the delinquency or dependency of a child
827.05	negligent treatment of children
827.071	
	sexual performance by a child
843.01	resisting arrest with violence
Chapter 847	obscene literature
Section 847.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other
	person involved in the offense was a minor
Section 985.4045	sexual misconduct in juvenile justice programs
Explanation: (Provide details of any items in	nitialed above. Attach another sheet if necessary.)
Description	David
	<u>Dates</u>
The above statements are true and complete	ete to the best of my knowledge. INITIAL:
By signing this section. I affir	m that I have not been charged, found guilty or entered a plea of
guilty or note contendere (no	contest), regardless of the adjudication, to any of the foregoing
charges under the manifely	contest), regardless of the adjudication, to any of the foregoing
charges under the provisions of	of the Florida Statutes or under any similar statute of another
Jurisdiction. I also affirm that	t I do not have a delinquency record that is similar to any of these
offenses	
1 A Janua Z Ki	nn 8/24/08
Applicant's Sign	
pprioant's sign	durc Date
L V	V
	<u>OR</u>
_	
By signing this section, I decla	are that my record may contain one or more of the foregoing
Disqualifying charges, acts or	offences and that the explanation I have provided is complete
and true with regard to any of	the charge charges and that the explanation I have provided is complete
under envisionile et al.	the above charges under the provisions of the Florida Statutes or
under any similar stature of an	other jurisdiction.
Applicant's Signatu	ro
Applicant's Signatur	re Date
1	· ·

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	JAMOS T. WALDOW, At.
	Please print complete name

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
'			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		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
	C1	794.041	prohibited acts of persons in familial or custodial authority (former)
			prostitution
			lewd and lascivious behavior
			lewdness and indecent exposure
	Chapter		arson
	Sections		felony theft and/or robbery
		825.102	fraudulent sale of controlled substances, if the offense was a felony
		825.102 825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		023.1023	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	826.04	incest		
	827.03	child abuse, aggravated child	debuse or neglect of a child	
	827.04	contributing to the delinquen		
	827.05	negligent treatment of children		,
	827.071	sexual performance by a chil		
	843.01	resisting arrest with violence		
	Chapter 847	obscene literature		
	Section 847.05(1)	encouraging or recruiting and	other to join a criminal gang	
	Chapter 893	drug abuse prevention and co		a felony or if any othe
		person involved in the offens		, ,
	Section 985.4045	sexual misconduct in juvenil	e justice programs	
Explanation:	(Provide details of any items is	nitialed above. Attach another sheet	if necessary.)	
Description				
2001.101.			<u>Dates</u>	
				·
		-i		
The above sta	atements are true and compl	ete to the best of my knowledge.	INITIAL:	OFFE
				<u> </u>
By sig	ning this section, I affir	m that I have not been char	ged, found guilty or ente	ered a plea of
guilty	or nolo contendere (no	contest), regardless of the a	dindication to any of th	e foregoing
charge	s under the provisions	of the Florida Statutes or un	der any similar statute s	f another
inrisdi	ction I also affirm that	t I do not have a delinavers	the any similar statute of	or another
offense	econ. I also attitili tilal	t I do not have a delinquenc	y record that is similar to	o any of these
Officiase	cs .			
]		•		
\	A.	Olem &	0/20100	
	Applicant's Sign		0/29/08	
	Applicant's Sign	lature	Date	
		OD		
<u> </u>		<u>OR</u>		
By sign	aing this postion. I do-1	4		
Disgue	ling this section, I deci	are that my record may cont	ain one or more of the f	oregoing
Disqua	mying charges, acts or	offences and that the explan	nation I have provided is	s complete
and tru	e with regard to any of	the above charges under the	provisions of the Flori	da Statutes or
under a	my similar stature of an	other jurisdiction.		
		-		
	Applicant's Signatu	<u>re</u> :	D-4-	
	PPvaiit 3 Digitatu	. · ·	Date	i

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	Mark	Keefer	Woble	
*	• • • • • • • • • • • • • • • • • • • •	Please print of	omplete 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.

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		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
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		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
		825.103	person or disabled adult
		023.103	exploitation of disabled adults or elderly persons, if the offense was a felony

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete					
S27.04 contributing to the delinquency or dependency of a child S27.071 sexual performance by a child S43.01 resisting arrest with violence Obscene literature Section 847.05(1) encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor Section 985.4045 sexual misconduct in juvenile justice programs		826.04	incest		
827.05 827.071 843.01 843.01 resisting arrest with violence Obscence literature Section \$47.05(1) Chapter \$47 Obscence literature Section \$487.05(1) Chapter \$93 Chapter \$93 Chapter \$93 Description Section \$98.4045 Sexual misconduct in juvenile justice programs Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.) Description Dates By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete		827.03	child abuse, aggravated child abu	use, or neglect of a child	
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 drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor Section 985.4045 sexual misconduct in juvenile justice programs		-		or dependency of a child	
Section 847.05(1) resisting arrest with violence Obscene literature Obscene literatur		-			
Chapter 847 obscene literature Section 847,05(1) encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor Section 985.4045 sexual misconduct in juvenile justice programs Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.) Description Dates The above statements are true and complete to the best of my knowledge. NITIAL: By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contenders (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. OR By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete		-			
Section \$47.05(1) encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor sexual misconduct in juvenile justice programs Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.) Description Dates By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. OR By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete		-			
Chapter 893 drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor sexual misconduct in juvenile justice programs Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.) Description Dates By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. OR By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete		-		u to join a animinal cana	
Section 985.4045 sexual misconduct in juvenile justice programs Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.) Description Dates The above statements are true and complete to the best of my knowledge. INITIAL: By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. OR By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete					a felony or if any other
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Applicant's Signature Date		Applicant's Signatu	ure	Date	

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:	Je ffery	Lerbaucho -	Ivory	
		Please print complete name		

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

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

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<u>.</u>	826.04	incest		
	827.03	child abuse, aggravated	child abuse, or neglect of a child	
	827.04		quency or dependency of a child	
	_ 827.05	negligent treatment of c		
	_ 827.071	sexual performance by	child.	
	843.01	resisting arrest with vio	ence	
	_ Chapter 847	obscene literature		•
	_ Section 847.05(1)		g another to join a criminal gang	
	_ Chapter 893		nd control only if the offense was	s a felony or if any othe
	Section 985.4045	person involved in the of sexual misconduct in ju-		
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