Agenda Item #: 3.M.8.

### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

### AGENDA ITEM SUMMARY

Meeting Date:	April 7, 2009	•		[X] Consent		gular blic Hearing
Department:	Parks and Recr	eation				
Submitted By:	Parks and Recr	eation Depa	rtment			
Submitted For:	Parks and Reci	eation Depa	ırtment		•	
	***************************************	1 EVEO				
			UTIVE BRI			
<b>Motion and Titl</b> Contractor Agre	e: Staff recommements received of	ends motion during the mo	n to receive onth of Dece	e <b>and file:</b> exec ember.	uted Independ	dent
-	rawford, Wheel 0309P44210A);	chair Rugb	y Official,	Therapeutic	Recreation	Complex.
B) Rupert Sn	nith, Wheelcha 309P44210A);	ir Rugby	Official,	Therapeutic	Recreation	Complex.
C) John Bish	op, Wheelchai 309P44210A);	r Rugby	Official,	Therapeutic	Recreation	Complex.
D) Marianne	Duda, Wheelch	0,	Official,	Therapeutic	Recreation	Complex.
<ul><li>E) David Wright</li><li>F) Aaron Bar</li></ul>	100309P44210A); , USA Competitive ofield, Wheelch (309P44210A); ar	e Head Swim air Rugby		ıa Crest Pool. (V Therapeutic		9530300Ë); Complex.
•	iist, Outdoor Skills		jerwing Natu	re Center. (LIND	Q108662030	9524200A).
must be submitted Independent Contracts of \$10 must be submitted in Co	ccordance with Corded by the initiation tractor Agreemed (Board) by the Cortment in accordate now being submoderation instance of the Director/Assintractor Agreemed (900) or more requires attached have	ng Departme ents have be county Admir ance with Resolution partetors and by was adopted stant Directors with recreating the County Directors and and the County Directors with recreating the County Directors Directors with recreating the County Directors Dire	nt as a receiven fully exemistrator/Directolution 94-43 and to received by the Boor of Parks ation instruction ins	eive and file agrecuted on beha ector/Assistant le 22, amended by eive and file. Dethority to execute cials (Resolutionard to streamlings and Recreations and sports of the strator's approvents approve	enda item. The street of the Boar Director of the Property Resolutions is tricts 3, 5 and the Independent of 94-422; are the hiring property of all.	he attached of County e Parks and 02-2103 and d 7 (AH) t Contractor mended by ocess. The to execute 10,000, with
Administrator/Di	ts attached hav rector/Assistant D egated by the Boa	irector of the	Parks and F	Recreation Depa	rtment in acco	rdance with
Attachments:	ndependent Cont	ractor Agreer	ments (7)			
	· · · · · · · · · · · · · · · · · · ·					
Recommended		ment Direct	d/m or		3-17-0 Date	9
Approved by: _		Chi	_		3/24/0	9
- Leicica Dy.	Assist	ant County A	Administrat	or	Date	

### **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 38,510 (47,650) )0- -0-	-0- 25,000 (31,250) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	<u>(9,140)</u>	(6,250)	0	0-	0-
# ADDITIONAL FTE POSITIONS (Cumulative)	·				
Is Item Included in Curren Budget Account No.:	Fund <u>0001</u>	Department	No 580	<u>arious</u> 1/6690 Program	1 <u>N/A</u>

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

	1	FY2009		FY2010	
	Contractor	Revenue	Expense	Revenue	Expense
Α	Bernard Crawford	\$3,300	\$630		
В	Rupert Smith	*	\$600		
С	John Bishop	*	\$630		
D	Marianne Duda	*	\$630		
Е	David Wright	\$43,750	\$35,000	\$31,250	\$25,000
F	Aaron Banfield	*	\$600	7 - 1, - 0	720,000
G	Karen Lindquist	\$600	\$420		
	Total	s \$47.650	\$38 510	\$31 250	\$25,000

\*Revenue included in Item #A

C.	<b>Departmental Fiscal Review:</b>	<u>ckopelakis</u>
----	------------------------------------	-------------------

### **III. REVIEW COMMENTS**

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

QFMB (\$3/21/09	323-01
OPMB 17 3/21/03	0 7/20/09 CN/19/109
10.66	07/9/1

This item complies with current County policies.

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

**Department Director** 

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

G:\NBeale\AGENDAS\04-07-09 R&F ICA.doc



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001426

DATE: 02/26/2009

### **CONTRACT INFORMATION** Active

CRAW00190309P44210A

NAME :

CRAWFORD, BERNARD

VENDOR CODE:

CRAW0019

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 3600-581-P442-10-3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

**CONTRACT DATE:** 02/25/2009

START DATE :

03/12/2009

END DATE :

03/16/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

RUGBY OFFICIAL

35.00 GAME

	RECREATION SER	RVICES	
ACCOUNT: 3606-581-P442-10-3422	VENDOR CODE: CRAW0019	CONTRACT:	
MC:	FSS: 🕠 CC:	CA:Q9V.	DD: W
		$\wedge$	$\boldsymbol{\psi}$

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

This Agreement is made as of the <u>25</u> day of <u>10</u>, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Bernard Crawford</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>March 12, 2009</u> and will meet thereafter with the termination date of this agreement being <u>March 16, 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): \$3,300. Revenue Account No. 3600-581-9905-6690.

### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>six hundred thirty</u> Dollars (\$630.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$35.00 or <u>n/a</u>% of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: March 13-15, 2009
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

### 9. Performance:

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

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

Nick Driele	DLI:	/EG1\	066 7020	
Nick Priolo	PH:	(301)	966-7020	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Bernard Crawford

CONTRACTOR'S Address: 561 Kingsbury Court, Wellington, Florida 33414.

CONTRACTOR'S Phone No. (561) 790-0516 .

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Many/ Beale	Certael
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Mancy Beale	
NAME (TYPE OR/PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Jackie Lambert	Dearful
SIGNATURE	SIGNATURE
Jackie Lambert	BERNARD GRAWFORD
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

### Scope of Service Wheelchair Rugby Tournament Bernard Crawford

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

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

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Doc	Bernard Crawford		
oi Kec	creation Service Pro	ovider/Sports Official	
Whic	h service(s) are you	ı interested in providing? Rugby Offici	al
List n	rior work ovnerion	ice in providing this service:	
List p		the m providing this service.	
(A).	<u>Dates</u>	Agency/Company	<u>Representative</u>
	2000-2009	Palm Beach County Therapeutic	c Recreation
			<u> </u>
<u>Scope</u>	of Work		Contact #
Whee	lchair Rugby Officia	al	
	· .		
<b> </b>			
***************************************	Was are a second and		
	<b>Dates</b>	Agency/Company	Representative
<i>(B)</i> .	<u>Duies</u>	Agency/Company	<u>Representative</u>
	· .		
Scope	of Work		<u>Contact #</u>

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Work		<u>Contact</u> #
	ation/education you have completed re	
List any licenses/certific	ation/education you have completed re	
<u>Dates</u>	License/certification/education	
<u>Dates</u>	License/certification/education	levant to providing this s
<u>Dates</u>	License/certification/education	
<u>Dates</u> 2001	License/certification/education  USQRA, B-level Certification  mployees related to anyone employed l	Location/Instruc
Dates  2001  Are you or any of your e	License/certification/education  USQRA, B-level Certification  mployees related to anyone employed lent?	Location/Instruc

# 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:	BERNALD CRAWFORD	
	Please print complete name	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
<del></del>		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		#00.04	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 Section	800	lewdness and indecent exposure
	Section	806.01	arson
	Chapter	812	felony theft and/or robbery
	Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
		825.103	person or disabled adult
			exploitation of disabled adults or elderly persons, if the offense was a felony

826.04	incest
827.03 827.04	child abuse, aggravated child abuse, or neglect of a child
827.05	contributing to the delinquency or dependency of a child 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 othe
•	person involved in the offense was a minor
Section 985.4045	sexual misconduct in juvenile justice programs
Explanation: (Provide details of any item	s initialed above. Attach another sheet if necessary.)
Description	<u>Dates</u>
The above statements are true and com	aplete to the best of my knowledge. INITIAL:
By signing this section, I af	firm that I have not been charged, found guilty or entered a plea of
guilty or nolo contendere (n	no contest), regardless of the adjudication, to any of the foregoing
charges under the provision	s of the Florida Statutes or under any similar statute of another
jurisdiction. I also affirm the	nat I do not have a delinquency record that is similar to any of these
offenses.	to diff of these
W. 10	
Magni	2-6-09
Applicant's Si	gnature Date
	<u>OR</u>
Descioning 41	
By signing this section, I de	clare 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	of the above charges under the provisions of the Florida Statutes or
under any similar stature of	another jurisdiction.
Applicant's Signa	iture Date

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001427

DATE : 02/26/2009

### **CONTRACT INFORMATION** Active

SMIT01870309P44210A

NAME :

SMITH, RUPERT

VENDOR CODE:

SMIT0187

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 3600-581-P442-10-3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

02/25/2009

START DATE :

03/12/2009

END DATE :

03/16/2009

CONTRACT AMOUNT:

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT:

600.00

ASSIGNED CATEGORIES:

RUGBY OFFICIAL

40.00 GAME

	RECREATION SER	RVICES	
ACCOUNT: 3600-581-P442-10-3422	VENDOR CODE: SMIT0187	CONTRACT:	<b>A</b>
MC: PS:	FSS: () CC: -	CA: Q / H. DD:	(W)

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

This Agreement is made as of the 25 day of 1, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Rupert Smith, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>March 12, 2009</u> and will meet thereafter with the termination date of this agreement being <u>March 16, 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): \$3,300. Revenue Account No. <u>3600-581-9905-6690.</u>

### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="six hundred">six hundred</a> Dollars (\$600.00). 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 \$40.00 or n/a % of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: March 13-15, 2009 .
- d. Time Scheduled: 9am 9pm .
- e. Location: Club Managers Association of America Therapeutic Recreation Complex .
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. Independent Contractor Status: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
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#### 9. Performance:

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

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

Nick Priolo	PH: (561) 966-7020
-------------	--------------------

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Rupert Smith .

CONTRACTOR'S Address: 108 Janie St., Ruskin, FL 33570 .

CONTRACTOR'S Phone No. <u>(813) 645-4218</u>

- 14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. <u>Availability of Funds</u>: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. <u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is 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  (M.Cale)
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
INDEPENDENT CONTRACTOR
RUPTUM SMITH USQUA REFIXE NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

### Scope of Service Wheelchair Rugby Tournament Rupert Smith

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

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

Equipment: None.



## PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Prov		FEI/Social Security Number
	interested in providing? Witch	
<u>refluc</u>		
List prior work experience	e in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). 2002-2006	Agency/Company  W PBC Parks Su	lec
Scope of Work		Contact #
Scope of Work  Note		
		· · · · · · · · · · · · · · · · · · ·
	<del></del>	
Dodgo		
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
Scope of Work		<u>Contact #</u>

(C).	Agency/Company	<u>Representative</u>
		·
G AW I		
Scope of Work		<u>Contact #</u>
<u>Dates</u>	License/certification/education	<b>Location/Instructor</b>
<u>Dates</u>	License/cerujicanon/eaucanon	<u>Location/Instructor</u>
<u>Dates</u>	License/cerufication/eaucation	Location/Instructor
	License/cerufication/eaucation	
Are you or any of your e	mployees related to anyone employed b	
,	mployees related to anyone employed bent?	
Are you or any of your en and Recreation Departm	mployees related to anyone employed bent?	
Are you or any of your en	mployees related to anyone employed bent?	
Are you or any of your en and Recreation Departm	mployees related to anyone employed bent?	
Are you or any of your en and Recreation Departm	mployees related to anyone employed bent?	

r.



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) <u>Rubort M. Sauth</u> Sex M Race ( 942.
Date of Birth 9/24/56 Driver's License No. 5530 - 733 - 56 - 304 - 0
Address 108 JANIE ST
City Nusking State R. Zip 33570
I, <u>LDDC M. SM 1714</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: LUBING M. SMINH Date: Z/8/09
Signature:
- Tala

## 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:	RUPERE ON SMITH	
J	Please print complete name	

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

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

	393.135 394.4593 415.111 741.30	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	killing an unborn child by injury to the mother
 11.0	784.011	assault, if the victim of offense was a minor
	784.021	aggravated assault
	784.03	battery, if the victim of offense was a minor
	784.045	aggravated battery
	787.01	kidnapping
	787.02	false imprisonment
	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
	794.011	sexual battery
	794.041	prohibited acts of persons in familial or custodial authority (former)
 Chapter	796	prostitution
 Section	798.02	lewd and lascivious behavior
 Chapter	800	lewdness and indecent exposure
 Section	806.01	arson
Chapter	812	felony theft and/or robbery
 Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

826.04 incest 827.03 child abuse, aggravated child abuse, or neglect of a check contributing to the delinquency or dependency of a check contribution to the delinquency or dependency or depen	ıild
827.03 child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, or neglect of a child abuse, aggravated child abuse, aggravat	nild
827.04 contributing to the delinquency or dependency of a ch	ind
	mu .
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 ga	ana
Chapter 893 drug abuse prevention and control only if the offense	was a falony or if any other
person involved in the offense was a minor	was a leiony of it any other
Section 985.4045 sexual misconduct in juvenile justice programs	•
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)	
<u>Description</u> Dates	
<u>Dates</u>	
The above statements are true and complete to the best of my knowledge. INITIAL	RJ
By signing this section I affirm that I have not been about I could will be	1 1 6
By signing this section, I affirm that I have not been charged, found guilty or experience of the section of th	entered a plea of
guilty or nolo contendere (no contest), regardless of the adjudication, to any of	f the foregoing
charges under the provisions of the Florida Statutes or under any similar statut	e of another
jurisdiction. I also affirm that I do not have a delinquency record that is similar	ar to any of these
offenses.	
- 1-1	,
Applicant's Signature  7/8/6	<b>&gt;</b> 9
Applicant's Signature Date	
<u>OR</u>	
Drugioning this and in T. 1. 1. d.	
By signing this section, I declare that my record may contain one or more of the	e foregoing
Disqualifying charges, acts or offences and that the explanation I have provide	d is complete
and true with regard to any of the above charges under the provisions of the Flo	orida Statutes or
under any similar stature of another jurisdiction.	
, <b>,</b>	
	1
Applicant's Signature Date	



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001428

DATE : 02/26/2009

### **CONTRACT INFORMATION** Active

BISH65800309P44210A

NAME :

BISHOP, JOHN

VENDOR CODE:

BISH6580

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 3600-581-P442-10-3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

02/25/2009

START DATE :

03/12/2009

END DATE :

03/16/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

RUGBY OFFICIAL

30.00 GAME

	RECREATION S	SERVICES	
ACCOUNT: 3609-581-P442-10-3422	VENDOR CODE: BISH6580	CONTRACT:	$\mathcal{A}$
MC: PS:	FSS:U CC:	(CA: Q.O.)	DD: (   W
U		/	

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

This Agreement is made as of the <u>25</u> day of <u>56</u>, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>John Bishop</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- Term: The class, activity or service will begin on <u>March 12, 2009</u> and will meet thereafter with the termination date of this agreement being <u>March 16, 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): \$3,300. Revenue Account No. 3600-581-9905-6690.

### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>six hundred thirty</u> Dollars (\$630.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$30.00 or <u>n/a</u>% of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: March 13-15, 2009 .
- d. Time Scheduled: 9am 9pm .
- e. Location: Club Managers Association of America Therapeutic Recreation Complex .
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. Performance:

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

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

Nick Priolo	PH: (561) 966-7020

- 12. <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.
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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: John Bishop ...

CONTRACTOR'S Address: 5861 White Cypress Drive, Lake Worth, Florida 33467

CONTRACTOR'S Phone No. (561) 964-1712 ...

- 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.
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- 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.

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY  Ceccel
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (if contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Oprkie Laubert	I ch Brown
SIGNATURE  JACKIE LAMBERT  NAME (TYPE OR PRINT)	SIGNATURE  JOHN BISHOP  NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

### Scope of Service Wheelchair Rugby Tournament John Bishop

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

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

Equipment: None.



## PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

John P. Bishop of Recreation Service Provider/Sports Official			
Whic	ch service(s) are you int	erested in providing? Rugby Offic	cial
List	orior work experience i	n providing this service:	
(4)	<u>Dates</u>	Agency/Company	Representative
(A).	2003, 2006, 2007	Knock & Roll Wheelchair R	ugby Tournament Jupiter, FL
****	2008, 2009	Knock & Roll Wheelchair R	ugby Tournament Lake Worth,
	e of Work		Contact #
	<del></del> ,		Contact #
	<del></del> ,		Contact #
	<del></del> ,	Agency/Company	Contact #  Representative
Offic	ate rugby game	Agency/Company	
Offic	ate rugby game	Agency/Company	

<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).		
Scope of Work		Contact #
	n/education you have completed rel <u>License/certification/education</u>	evant to providing this serv <u>Location/Instructor</u>
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> 1998	License/certification/education  USQRA/ Birmingham, AL	Location/Instructor  Tres Smith
<u>Dates</u> 1998  Are you or any of your empl	License/certification/education  USQRA/ Birmingham, AL	Location/Instructor  Tres Smith
<u>Dates</u> 1998  Are you or any of your empl and Recreation Department	License/certification/education  USQRA/ Birmingham, AL  loyees related to anyone employed be?	Location/Instructor  Tres Smith

## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	John P. Bishop	-
	Please print complete name	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients
	Sections	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
		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
<del></del>		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		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	·			
	926.04			
***************************************	826.04 827.03	incest		
	827.03 827.04	child abuse, aggravated child a	buse, or neglect of a child	
	827.05	contributing to the delinquency	or dependency of a child	
	827.03 827.071	negligent treatment of children		
-	843.01	sexual performance by a child		
<del></del>	643.01 Chapter 847	resisting arrest with violence		
		obscene literature		
	_ Section 847.05(1) _ Chapter 893	encouraging or recruiting anoth	er to join a criminal gang	
	_ Chapter 693	drug abuse prevention and cont	rol only if the offense was a	felony or if any o
	Section 985.4045	person involved in the offense v	was a minor	
	5000001 705.4045	sexual misconduct in juvenile ju	ustice programs	
planation: (P	'rovide details of any items in	nitialed above. Attach another sheet if n	ecessary.)	
escription			<u>Dates</u>	
			•	
				,
e above state	ments are true and comple	ete to the best of my knowledge.	INITIAL:	1/5
				7
D				1:
By signi	ng this section, I affir	m that I have not been charge	d, found guilty or entere	d a plea of
guilty or	nolo contendere (no	contest), regardless of the adia	udication, to any of the f	oregoing
charges i	under the provisions (	of the Florida Statutes or unde	r any similar statute of a	nother
jurisdicti	ion. I also affirm that	I do not have a delinquency r	ecord that is similar to a	nv of those
offenses.	The state of the s	Tao not have a definquency I	coord that is similar to a	my of these
officiacs.	,			
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1			2/7/00	
<u> </u>	Ampliantle Cin			
	Applicant's Sign	ature	Date	
				·
		<u>OR</u>		
Desert		_		·
By signin	ig this section, I decla	are that my record may contain	none or more of the fore	egoing
Disquaiii	rying charges, acts or	offences and that the explanat	ion I have provided is co	omplete
and true v	with regard to any of	the above charges under the pr	rovisions of the Florida	Statutes or
under any	y similar stature of an	other jurisdiction	PDITOLL OIN TO CHOICLEOF	Statutes Of
	, ominime diameter of all	omor jurisdiction.		
	Applicant's Signatur	re	Date	
				i



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001429

DATE : 02/26/2009

### **CONTRACT INFORMATION** Active

DUDA1225100309P44210A

NAME :

DUDA, MARIANNE

VENDOR CODE:

DUDA122510

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 3600-581-P442-10-3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

02/25/2009

START DATE :

03/12/2009

END DATE :

03/16/2009

CONTRACT AMOUNT :

630.00 REVENUE AMOUNT:

630.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

630.00 AMOUNT LEFT:

630.00

ASSIGNED CATEGORIES:

RUGBY OFFICIAL

35.00 GAME

	RECREATION SER	VICES
ACCOUNT: 3600-581-P442-10-3422	VENDOR CODE: VC0000122510	CONTRACT:
MC: PS:	FSS: Ju CC:	D CA: Q. Pd DD: (NP)
1)		

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

This Agreement is made as of the 25 day of 26, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Marianne Duda, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>March 12, 2009</u> and will meet thereafter with the termination date of this agreement being <u>March 16, 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): \$3,300. Revenue Account No. 3600-581-9905-6690.

### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>six hundred thirty</u> Dollars (\$630.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$35.00 or <u>n/a</u>% of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament ...
- c. Day(s)/Date(s) Scheduled: March 13-15, 2009 .
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

### 9. Performance:

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

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

Nick Priolo	PH: (561) 966-7020	
NICK Priolo	PH: (301) 900-7020	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Marianne Duda ...

CONTRACTOR'S Address: 2404 Kings Farm Way, Indian Trail, NC 28079

CONTRACTOR'S Phone No. \_\_(704) 893-4553

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Mana Beale	PALMI BEACH COUNTY
Mancy Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
Carke Lambert	INDEPENDENT CONTRACTOR
SIGNATURE	Man Dola
Jackie Lambert	SIGNATURE
NAME (TYPE OR PRINT)	Marianne Duda, Official NAME & TITLE (TYPE OR PRINT)
	NAME & ITTLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

### Scope of Service Wheelchair Rugby Tournament Marianne Duda

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

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

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are you inte	rested in providing?Rugby_	official
· · · · · · · · · · · · · · · · · · ·		
List prior work experience in	providing this service:	
<u>Dates</u>	Agency/Company	Tournament Dir.
(A). Dec 12-14, 2008	Washington DC	Heather Camp
Jan 9-11, 2009	Jacksonville, FL	Alice Krauss
Jan 23-25, 2009	Tampa, FL	Justin Stark
	, ,	
Scope of Work  Officialing qu	adrugby games.	Contact #
	adrugby games.	Contact #
	Agency/Company	<u>Representative</u>
Officiating que		



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Marianne Hansen Duda Sex F Race White
Date of Birth <u>4-28-1973</u> Driver's License No. <u>24927449</u>
Address 2404 Kings Farm Way
City <u>Indian Trail</u> State <u>NC</u> Zip 28679
I, Marianne Duda , authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Marianne Hansen Duda Date: 2/4/2009
Signature: Marie Signat

## 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:	Morianne	Hansen	Duda	
		Please print con	plete name	and the second s

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

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

	Sections	393.135		relating to sexual misconduct with certain developmentally disabled clients
		394.4593		relating to sexual misconduct with certain mental Health patients
	Sections			adult abuse, neglect, or exploitation of aged person or disabled adults
:		741.30		domestic violence and injunction for protection (defined in 741.28) means any
				assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
				battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
				family or household member
		782.04		murder
		782.07		manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
<del></del>				aggravated manslaughter of a child
	**	782.071		vehicular homicide
		782.09		killing an unborn child by injury to the mother
		784.011	٠.	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
<del></del>		787.01		kidnapping
		787.02		false imprisonment
		787.04(2)		taking, enticing, or removing a child beyond the state limits with criminal intent
		70,10.(2)		pending custody proceedings
		787.04(3)		carrying a child beyond the state lines with criminal intent to avoid producing a
		7 4 7 10 1(0)		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
		825.103		exploitation of disabled adults or elderly persons, if the offense was a felony
_				

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	contributing to the negligent treatmer sexual performance resisting arrest with obscene literature encouraging or redurg abuse prevent person involved in	avated child abuse, or need to delinquency or dependent of children to by a child the violence	a criminal gang the offense was	a felony or if any other
	rovide details of any items init	ialed above. Attach ar	nother sheet if necessary.)		
Description			<u>Dates</u>		
The above states	ments are true and complete		nowledge.	INITIAL:	[n]
guilty or charges u	ng this section, I affirm nolo contendere (no conder the provisions of on. I also affirm that I Applicant's Signat	ontest), regardles the Florida State do not have a de	s of the adjudication ites or under any sin	n, to any of the milar statute of	foregoing another
		Ō	R		
Disqualif	ng this section, I declar ying charges, acts or o with regard to any of the y similar stature of ano	ffences and that note that the state of the	the explanation I have	ve provided is	complete
			10 (14) 10 (14)		
	Applicant's Signature	•		Date	



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001430

DATE: 02/27/2009

### **CONTRACT INFORMATION** Active

WRI176520309530300E

Certificate of Insurance

NAME :

WRIGHT, DAVID

VENDOR CODE:

WRI17652

INSTRUCTOR:

COMPETITIVE HEAD SWIM COACH

**ACCOUNT NUMBER:** 0001-580-5303-00-3422

LOCATION:

AQUA CREST POOL

PROGRAM:

SWIMMING

CONTRACT DATE :

02/18/2009

START DATE :

03/01/2009

END DATE :

02/28/2010

CONTRACT AMOUNT :

60,000.00 REVENUE AMOUNT:

60,000.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

60,000.00 AMOUNT LEFT:

60,000.00

ASSIGNED CATEGORIES:

COMPETITIVE SWIM COACH

0.80 PCT

		AQUATICS
	OUNT: 0004-58	
MC		PS: 200 FSS: CL CC: 1 CA: 0 PH. DD: DHL
	U	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
Th	nis Agreement Palm Beach Co	is made as of the 18 day of Feb., 2009, by and between the Board of County Commissioners of bunty, Florida, hereinafter referred to as the "COUNTY" and <u>David Wright</u> , an Independent Contractor, hereinafter referred to as "CONTRACTOR".
		WITNESSETH:
to c	WHERE contract with C	AS, the COUNTY desires to make available (a) (an) <u>USA Swimming</u> program, and desires CONTRACTOR to provide a specific service for that program; and
pro	WHERE viding said pro	AS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram.
and	NOW THE	IEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY OR hereby agree as follows:
1.	Term: The contermination of	lass, activity or service will begin on <u>March 1, 2009</u> and will meet thereafter with the late of this agreement being <u>February 28, 2010</u> .
2.	charges from	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$45.00-\$85.00 of per month. Revenue Account No. 0001-580-5303-4724-82 04/05
3.	Payments T	o Contractor:
i	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>Sixty Thousand Dollars</u> (\$60,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
	b.	The CONTRACTOR's fee shall be the sum of \$ N/A or 80 % of the paid enrollment fees for the class or activity.
4.	Specific Del	alis: received
	a.	Type of service/instructor: USA Competitive Head Swim Coach
	b.	Name of class or activity: <u>USA Competitive Swimming Team &amp; Masters Swimming Program</u>
	C.	Day(s)/Date(s) Scheduled: Monday-Friday, Saturday, Sunday
	ď.	Time Scheduled: M-F 5:30-8:00am, 4:00-7:00pm, Sat. 7:00-10:00am, 4:00-6:00pm, Sun.10:00am- 12:00pm
	e.	Location: Aqua Crest Pool
	f.	A minimum of 10 and a maximum of 150 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or

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

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

### 9. Performance:

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

77.	County Representative: The County Representative	e for 1	his CONTRACT is:
	Michelle Lawrence, Facility Manager	PH:	561-278-7104
12.	servants, employees and elected officers harmless to cost, damages and/or causes of action of every kind	from a l or ch e from	nd, reimburse, indemnify and hold COUNTY, its agents nd against any and all claims, liability, losses, expense, aracter, including attorney's fees and costs, whether at any and all acts or omissions of the CONTRACTOR ander this Agreement.
13.	Notices: All notices required in this Agreement sha requested, if sent to the COUNTY shall be mailed to		and delivered or sent by certified mail, return receipt

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

			15
and it sent to	the CONTR	ACTOR shall be	a mailed to
CLIC II SOIR LO			

CONTRACTOR'S Name:	David Wright	
CONTRACTOR'S Address:	755 Dotterel Road, Apt.1209 Delray Beach FL, 33444	
CONTRACTOR'S Phone No	561-703-2858	

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Laure Kelly	Devin Tellen
LAWS E KELLY	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	A/@OUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
SIGNATURE	SIGNATURE .
Jennifer Anglin NAME (TYPE OR PRINT)	HEAD COACH AGUACREST NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

### **SCOPE OF SERVICES**

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

### A. Scope of Work

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

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for all ages and skills levels. Therefore, the contractor is expected to provide a program that will do so.

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

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. Prior to swimmers entering the water perform a water test with the facility's test kit to check chemical levels in the water, if chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, swimmers should not enter the pool. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe or as directed by the Facility Manager or designee.

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

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

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

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

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

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

CONTRACTOR will provide the facility manager with 14 days notice of all anticipated conflicts, schedule changes,

and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

CONTRACTOR will work with and maintain open dialogue with the facility manager, tiaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by attending scheduled meetings with the manager monthly, and quarterly with Aquatic Program Coordinator, Aquatic Supervisor and Manager.

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

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

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

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

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

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

#### B. Use of Premises

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

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis.

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

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

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the facility each morning in conjunction with scheduled facility staff for the USA Swimming competitive program when utilizing the facility prior to the facility's opening to the general public. The CONTRACTOR shall also close and secure the facility each evening in conjunction with scheduled facility staff if the program conclusion is after operational hours.

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

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

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

#### C. Personnel

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

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Such personnel will be required to complete and sign a form giving the County permission to conduct a background check.

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

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

#### D. Program Fees & Charges

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

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

### E. Payments To Contractor

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

### F. Role of Parents' Organization

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

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

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

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### ATTACHMENT TO USA SWIMMING CERTIFICATE

#### **ADDITIONAL NAMED INSUREDS:**

- 1. United States Swimming, Inc. Member Clubs for Insured Activities.

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

#### **DEFINITIONS:**

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

### **INSURED ACTIVITIES:**

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

### ATTACHMENT TO USA SWIMMING CERTIFICATE

POLICY NUMBER: 011-2834

**COMMERCIAL GENERAL LIABILITY** 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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





This recognizes that

David Wright has completed the requirements for CPR/AED-Adult and Child with CPR-Infant

conducted by

Greater Palm Beach Area

Date completed Date completed 9/18/2008
The American Red Cross recognizes this certificate year(s) from completion date. as valid for



Together, we can save a life

This recognizes that

Alison Wright has completed the requirements for CPR/AED-Adult and Child with CPR-Infant

conducted by

Greater Palm Beach Area Date completed

Date completed 9/18/2008
The American Red Cross recognizes this certificate year(s) from completion date. as valid for

we can save a life



This recognizes that

David Wright has completed the requirements for

Standard First Aid

conducted by

Greater Palm Beach Area

Date completed Date completed
9/18/2008
The American Red Cross recognizes this certificate as valid for year(s) from completion date.



This recognizes that

Alison Wright has completed the requirements for Standard First Aid

conducted by

Greater Palm Beach Area

Date completed 2/11/2007

The American Red Cross recognizes this certificate as valid for 3 year(s) from completion date.



logether, we can save a life

This recognizes that David Wright

has completed the requirements for Safety Training for Swim Coaches

conducted by Greater Palm Beach Area Chapter

Date completed 9/18/2008

The American Red Cross recognizes this certificate as valid for 3 year(s) from completion date.



This recognizes that ALISON WRIGHT has completed the requirements for

SAFETY TRAINING FOR SWIM COACHES conducted by
Greater Palm Beach Area Chapter

Date completed The American Red Cross recognizes this certificate as valid for 3 year(s) from completion date.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

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Which service(s) are you	interested in providing? Ho	UA CREST HEAD GA
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## Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

policies and procedures and state and federal law.

Applicant's Social Security Number



Full Name (print) DAUID ALEXANDER WRIGHT Sex M Race EUROPEAN
Date of Birth MARCH 3 1948 Driver's License No. 1623-161-48-083-0
Address 755 DOTTEREL RD APP 1209
City DELRAY BEACH State Fr Zip 33444
I, DAVID WRIGHT, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's

Print Name: David ALEXANDER WRISHT Date: TAN 14 2009
Signature:



## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: DAVID ALEXANDER WRIGHT

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:

	s 393.135 394.4593 s 415.111 741.30	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
	782.04	family or household member 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
2	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 (10111161)
Section		lewd and lascivious behavior
Chapter		lewdness and indecent exposure
Section		arson
Chapter		felony theft and/or robbery
Sections		fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

		•
	826.04	incest
	827.03	child abuse, aggravated child abuse, or neglect of a child
	827.04	contributing to the delinquency or dependency of a child
	827.05	negligent treatment of children
<del></del>		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 provention and control only if the effects was a following if
	_ Chapter 699	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
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planation: (P	rovide details of any items in	nitialed above. Attach another sheet if necessary.)
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001432

DATE : 03/04/2009

### **CONTRACT INFORMATION** Active

BANF00010309P44210A

NAME :

BANFIELD, AARON

VENDOR CODE:

BANF0001

INSTRUCTOR:

RUGBY OFFICIAL

**ACCOUNT NUMBER:** 3600-581-P442-10-3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WHEELCHAR RUGBY

CONTRACT DATE :

03/04/2009

START DATE :

03/12/2009

END DATE :

03/16/2009

CONTRACT AMOUNT :

600.00 REVENUE AMOUNT:

600.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

600.00 AMOUNT LEFT :

600.00

ASSIGNED CATEGORIES:

RUGBY OFFICIAL

40.00 GAME

RECREATION SERVICES	
ACCOUNT: 3600-581-P442-10-3422	<u> </u>
MC: PS: FSS: OP CC: / CA: GOA DD: V	

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

This Agreement is made as of the 4 day of March, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Aaron Banfield, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>March 12, 2009</u> and will meet thereafter with the termination date of this agreement being <u>March 16, 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): \$3,300. Revenue Account No. 3600-581-9905-6690.

### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="six hundred">six hundred</a> Dollars (\$600.00). 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 \$40.00 or \_n/a \_% of the paid enrollment fees for the class or activity.

### 4. Specific Details:

- a. Type of service/instructor: Rugby Official
- b. Name of class or activity: Wheelchair Rugby Tournament .
- c. Day(s)/Date(s) Scheduled: March 13-15, 2009
- d. Time Scheduled: 9am 9pm .
- e. Location: <u>Club Managers Association of America Therapeutic Recreation Complex</u>.
- f. A minimum of <u>6</u> and a maximum of <u>10</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. <u>Independent Contractor Status</u>: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. <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 \_7\_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

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

Nick Priolo	PH: (561) 966-7020

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: \_Aaron Banfield \_\_.

CONTRACTOR'S Address: 6313 Eagle Pointe Drive, Liberty Township, OH 45011.

CONTRACTOR'S Phone No. \_\_(561) 436-4351 \_\_.

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Van Borle	Geresel
SIGNATURE / Soule	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Dacke Lambert	Chuse Brun
SIGNATURE  Jackie Lambert	SIGNATURE Agron Bankeld Official
SIGNATURE SIGNATURE	SIGNATURE STORME

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Inne Outent

# Scope of Service Wheelchair Rugby Tournament Aaron Banfield

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

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

Equipment: None.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

e of Re	Aaron Banfield creation Service Pro	vider/Sports Official	
Whi	ch service(s) are you	interested in providing? Rugby Officia	<u>u</u>
	· · · · · · · · · · · · · · · · · · ·		
List	prior work experienc	ee in providing this service:	
	<u>Dates</u>	Agency/Company	Representative
(A).	1/2008-2009	Palm Beach County Therapeutic	Recreation
Coon	a of Work		Contact #
	<u>e of Work</u>		Contact #
Whe	elchair Rugby Official		
(R)	<u>Dates</u>	Agency/Company	<u>Representative</u>
(B).	<u>Dates</u> 1/2007	Agency/Company  Palm Beach County Therapeutic	
<i>(B)</i> .			
(B).			
(B).			

(C).	<u>Dates</u>	Agency/Company	<u>Representative</u>
(C).	1/2006	Palm Beach County Therapeutic Re	ecreation
	Caona of War	1.	Careta at H
	Scope of Work	<u>K</u>	<u>Contact #</u>
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	<u>Dates</u>	License/certification/education	Location/Instructor
	<u>Dates</u> 1/2004		
		License/certification/education	Location/Instructor
Are y	1/2004	License/certification/education  USQRA, A-level Certification  our employees related to anyone employed by	Location/Instructor  D. Roberts
Are y	ou or any of yo	License/certification/education  USQRA, A-level Certification  our employees related to anyone employed by artment?	Location/Instructor  D. Roberts
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Are y	ou or any of yo Recreation Depa	License/certification/education  USQRA, A-level Certification  our employees related to anyone employed by artment?  X No	Location/Instructor  D. Roberts



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number	
Full Name (print) AARON BANGES	Sex_M_ Race_ W
Date of Birth 12/5/76 Driver's License No	
Address 63(3 Eagle Pt Dr	
City Liberty Twp State OH	Zip 4501(
information regarding myself. This includes the following:	
<ul> <li>County, State, and/or National Criminal History Background F</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>	Records/Information Checks
I, the undersigned, authorize the above information to be obtained by Pa or via telephone in connection with my agreement to enter into a contract hereby release and hold Palm Beach County, its agents, designees, empand harmless at all times from and against all claims, liability, expenses, causes of action of every kind and character, including attorney's fees an appellate levels or otherwise, associated with obtaining or releasing the obtained by Palm Beach County will be held in confidence in accordance policies and procedures and state and federal law.	It with Palm Beach County. I ployees, and elected officials free losses, costs, fines, damages or and costs, whether at trial or above information. Information
Print Name: Askon Bantie (1) Date:	12/27/08
Signature: Co	

## 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:	Aaron Banfield	
	Please print complete name	

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

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

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

		826.04	incest				
		827.03		ited child abuse, or neg	aloot of a abild		
		827.04					
		827.05		lelinquency or depende	sucy of a child		
		827.03	negligent treatment				
<del></del>			sexual performance				
		843.01	resisting arrest with	violence			
	Chapter		obscene literature				
_		847.05(1)		uiting another to join a			
_	Chapter	r 893		on and control only if t		a felony or if any	othe
				he offense was a minoi			
	Section	985.4045	sexual misconduct in	n juvenile justice progr	rams		
Explanation	n: (Provide deta	ils of any items in	nitialed above. Attach anoth	her sheet if necessary.)			
Description	<u>1</u>			Dates			
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Disqu	uantying cha	arges, acts or	offences and that the	e explanation I hav	e provided is	complete	
and to	rue with reg	ard to any of	the above charges un	nder the provisions	of the Florid	a Statutes or	
under	r any similar	stature of an	other jurisdiction.				
	-		<b>.</b>				
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	Appli	icant's Signatur	re		Date		
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001431

DATE : 03/04/2009

### **CONTRACT INFORMATION**

Active

LINDQ1086620309524200A

NAME :

LINDQUIST, KAREN

VENDOR CODE:

LINDQ108662

INSTRUCTOR:

OUTDOOR SKILLS

**ACCOUNT NUMBER:** 0001-580-5242-00-3422

LOCATION:

DAGGERWING NATURE CENTER

PROGRAM:

OUTDOOR SKILLS

CONTRACT DATE :

03/04/2009

START DATE :

03/31/2009

END DATE :

04/04/2009

CONTRACT AMOUNT :

420.00 REVENUE AMOUNT:

420.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

420.00 AMOUNT LEFT :

420.00

ASSIGNED CATEGORIES:

OUTDOOR SKILLS

0.70 PCT

		RECREATION SERVICES
ACI	COUNT: 0001-58	
M	(KB))	PS: ARC FSS: NV CC: X CA: A. DD: (NV)
		INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
Ti	his Agreement Palm Beach C	t is made as of the <u>H</u> day of <u>Herck</u> , 2009, by and between the Board of County Commissioners of county, Florida, hereinafter referred to as the "COUNTY" and <u>Karen Lindquist</u> , an Independent Contractor, hereinafter referred to as "CONTRACTOR".
		WITNESSETH:
COI		<b>AS</b> , the COUNTY desires to make available (a) (an) Outdoor Skills Series program, and desires to NTRACTOR to provide a specific service for that program; and
pro	WHERE oviding said pr	<b>AS</b> , the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram.
an	NOW TH d CONTRACT	HEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY OR hereby agree as follows:
1.		lass, activity or service will begin on <u>March 31, 2009</u> and will meet thereafter with the date of this agreement being <u>April 4, 2009</u>
2.	charges fron	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and n participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$10.00 per Revenue Account No. 0001-580-5242-4721-09
3.	Payments T	o Contractor:
	a.	The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="Four Hundred Twenty">Four Hundred Twenty</a> Dollars (\$420). 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 <u>70</u> % of the paid enrollment fees for the class or activity.
4.	Specific De	tails:
	a.	Type of service/instructor: Outdoor Skills Series
	b.	Name of class or activity: Outdoor Skills Series
	c.	Day(s)/Date(s) Scheduled: Tuesday - Friday, March 31, 2009 - April 3, 2009
	d.	Time Scheduled: 2:00pm - 4:00pm each day
	e.	Location: Daggerwing Nature Center in South County Regional Park
	f.	A minimum of <u>8</u> and a maximum of <u>15</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 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>3</u> days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

  Kelli Kirchofer, Nature Center Manager II

  PH: <u>561-629-8767</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: Karen Lindquist

CONTRACTOR'S Address: 952 Arlington Dr. West Palm Beach, FL 33415

CONTRACTOR'S Phone No. 561-315-7033

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Many Berle	Geine
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Nancy Beale	
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Nothteen bo lande	Karan Lindaus
Dathlee bolandes SIGNATURE	INDEPENDENT CONTRACTOR  Karan Zundgund  SIGNATURE
SIGNATURE  Kathleen Bolander	Karan Lindquist Karen Lindquist
Dathtee Bolandes SIGNATURE	Karan Lindquest SIGNATURE

HEROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

### **SCOPE OF SERVICE**

### Karen M. Lindquist

Karen Lindquist will provide a nature based outdoor skill series for youth ages 13 - 16 at Daggerwing Nature Center for Palm Beach County Parks & Recreation Department. The dates for these programs will be from March 31 to April 3, 2009.

The <u>outdoor skills series</u> to be offered will include 4 classes and registration and payment are required for each class.

### **Outdoor Series Class Descriptions**

3/31/09: <u>Compass Connection</u> - Confused by the compass? Follow this step by step approach to get you navigating in no time. Use your new compass skill for a fact finding scavenger hunt.

4/1/09: <u>Knots Made Easy:</u> - Learn some useful knots and hitches to use at home or out in the wilderness. You will know these knots so well you will be able to do them blindfolded. Make a knot board to take home.

4/2/09: <u>Survival Shelters:</u> - Learn how to lash sticks together with rope to build a structure.

4/3/09: <u>Dangerous Flora & Fauna:</u> - Which snakes are venomous? Can a Florida Scorpion sting kill? What about spiders? Join in our interactive games to find out?



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Na-	Karen Lindquist	(Sports Official	
Nan	ne of Recreation Service Provider/	Sports Official	_
1.	Which service(s) are you interest	ested in providing? Outdoor	Programs
2.	List prior work experience in p	providing this service:	
	<u>Dates</u>	Agency/Company	<u>Representative</u>
	(A). 10/2008-2/2009	Riverbend Park	sue Congelosi
	Scope of Work		Contact #
	Taught classes	in photography and.	561-746-6489
	Convert original	in photography and .	
	Confast onenee	7-1119	
	<u>Dates</u>	Agency/Company	<u>Representative</u>
	(B). 10/2006 - present	Gold Coast Christian Camp	Crystal Twadde
	Scope of Work		Contact #
	A		
	Teach youth and		561-267.0568
	including: compass,	Knotz, lashing,	
	Fire building, Knife	satety wildlife	

	OKeeheelee Nature Center	Clive Pinnock  Contact #
Full-time Natura	list/Camp Divector,	<u>Contact #</u>
Full-time Natura	list/Camp Director,	Contact #
Full-time Natura	list/Camp Director,	Contact #
	list/Camp Director,	
		561-233-1400
	compass, Knots, wildlife,	
Survival. Camoba	Firebuilding, Knife safety, canoei	์กดุ .
	7,	
List any licenses/certific	cation/education you have completed relev	ant to providing this service:
<u>Dates</u>	License/certification/education	Location/Instructor
1998	Backlor Degree: Zoology + Photograph	y Southern Illinois U
1998	Project Wild Instructor Training	,
1995 present	Girl Scort Outdoor Trainer	Girl Scouts
2007	National Association of Interpretar Interpretive Planning Cour	tion NAI at Pine
	Interpretive Planning Cour	<u>\$</u> C
	and the same and t	the Dalm Deach County Dark
and Recreation Departs	employees related to anyone employed by ment?	the raim beach County rain
⊴ Yes ≱	No	
If yes, give name	and relationship.	
	***** - ******************************	



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) KAREN M LINDQUIST Sex F Race white
Date of Birth 06/23/77 Driver's License No. <u>L 532-513-77-723-0</u>
Address 952 ARLINGTON DR
City WEST PALM BEACH State FL Zip 33415
I, <u>Kaven Lindguist</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Karen Lindquist Date: 05/15/08
Print Name: Karen Lindquist Date: 05/15/08  Signature: Karen Lindquist
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## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Karen	Lindquist	4984222
	Ple	ase 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:

			$\epsilon^{*}$
	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
•		394,4593	relating to sexual misconduct with certain mental Health patients
•	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
•	<del>                                     </del>	741.30	domestic violence and injunction for protection (defined in 741.28) means any
•	Total Control of the		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
	* * * * * * * * * * * * * * * * * * *		battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
ľ	and the second second second	782.04	murder
!	<del>la di</del> e a bors	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
•	*		aggravated manslaughter of a child
	្រុយខណ្ឌងវិទ្ធ	782.071	
	and her	782:09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor at the first order a neutrino day
		784.021	aggravated assault
•	<del></del>	784.03	battery, if the victim of offense was a minor
•		784.045	aggravated battery
		787.01	kidnapping
		787.02	കുട്ടുള്ള എന്ന് എന്നു പ്രവാധ വരു
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		and the second	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
	•	i odlito centita:	school property, aim to record for total and asked a record with a gating as of the
	<u>sisiqana</u> e	794.011 in 57.00	sexual battery, and and then to are line to along a specifical called policy
	าย -วายอธูเรียก่อ	<b>794.041</b>	prohibited acts of persons in familial or custodial authority (former)
	Chapter	190	prostitution lewd and lascivious behavior
	Section		lewd and lascivious behavior
•	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter	812	felony theft and/or robbery
_	Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
i		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
-	<del></del>	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
		926 102	person or disabled adult
-		825.103	exploitation of disabled adults or elderly persons, if the offense was a fellony

827.04 contributing to the delinquency or dependency of de	criminal gang he offense was a felony or if any other r rams
lanation: (Provide details of any items initialed above. Attach another sheet if necessary.)	main commit edical all an expect factors
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By signing this section, I affirm that I have not been charged, found guilty or nolo contendere (no contest), regardless of the adjudication	n, to any of the foregoing
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charges under the provisions of the Florida Statutes or under any sin jurisdiction. I also affirm that I do not have a delinquency record the offenses.	at is similar to any of these
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