Agenda Item #: 3.M.9.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June	16, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: <u>Parks</u>	and Recreation		
Submitted By: Parks	s and Recreation Departmen	<u>nt</u>	
Submitted For: Park	s and Recreation Departme	<u>nt</u>	
	<u>i. EXECUTIV</u>	E BRIEF	
Motion and Title: Sta Contractor Agreement	off recommends motion to reserved during the month of	receive and file: execur of May.	ted Independent
A) Building Up	Sports Academy, S 0609524383B); and	Summer Camps,	Various Locations.
B) Elaine Williamso	n, Water Exercise Inst	tructor, Therapeutic	Recreation Complex
(WILL1237230509 C) Valerie Bell, Crafts D) Valerie Bell, Crafts E) Michelle Kirkor (KIRKON1182340	& Fun, West Jupiter Recreat & Fun, West Jupiter Recreat , Literacy Enrichment	tion Center. (BELL0082)	1609524304C), and
must be submitted by Independent Contrac Commissioners (Boa Recreation Department)	ance with County PPM CW-Cy the initiating Department astor Agreements have been ford) by the County Administration accordance with Resolutive being submitted to the Board	s a receive and file age fully executed on behal ator/Director/Assistant [ion 94-422, amended by	f of the Board of Coun Director of the Parks ar Resolutions 02-2103 ar
Background and Just Agreements with red Resolutions 02-2103 Board granted the Independent Contract	stification: A resolution provi creation instructors and spo and 07-0409) was adopted by Director/Assistant Director of tor Agreements with recreation or more requiring the County	ding authority to execute orts officials (Resolutio y the Board to streamline of Parks and Recreation instructors and sports o	e Independent Contracton 94-422, amended be the hiring process. The nauthority to execut fficials up to \$10,000, wit
Administrator/Directo	ttached have been execut r/Assistant Director of the Par ed by the Board, and are now	ks and Recreation Depa	fillietti in accordance wi
Attachments: Indep	endent Contractor Agreemer	nts (5)	
	E. Cae	e	5/20/09
Recommended by:	Department Director		Date
	() Cun		4/4/09
Approved by:	Assistant County Adr	ministrator	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- 30,497 (38,120) y)0- 0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	(7,623)	0-	0	0	0-
# ADDITIONAL FTE POSITIONS (Cumulative)	00	· · · · · · · · · · · · · · · · · · ·			
Is Item Included in Curre	ent Budget? Fund <u>000</u>		No nt_ <u>580</u> Unit_	<u>5204/5303</u>	

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

		FY2	009
	Contractor	Revenue	Expense
Α	Building Up Sports Academy	\$35,150	\$26,363
В	Elaine Williamson	\$2,970	\$1,620
С	Valerie Bell	\$0	\$595
D	Valerie Bell	\$0	\$1,419
Е	Michelle Kirkon	\$0	\$500
	Totals	\$38,120	\$30,497

Object 3422/Revenue Source 4724 Program N/A

C.	Departmental Fiscal Review:	ckopelakis	

III. REVIEW COMMENTS

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

M SC 6 belos	Contract Development and Control
OFMB. 205/20/9 00/20/99 (W5/20/9	Contract Development and Control
3. Legal Sufficiency:	

C. Other Department Review:

_		· - · ·	
1 7 ~	~~~~~	ent Director	
114	F1:31 F116	ani i jiracime	
-	Dailine		

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

G:\NBeale\AGENDAS\06-16-09 R&F ICA.doc



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001437

DATE : 05/07/2009

CONTRACT INFORMATION Active

BUILDUP1161460609524383B

Certificate of Insurance

NAME :

BUILDING UP SPORTS ACADEMY,

VENDOR CODE:

BUILDUP116146

INSTRUCTOR:

SUMMER CAMP

ACCOUNT NUMBER: 0001-580-5243-83-3422

LOCATION:

VARIOUS LOCATIONS

PROGRAM:

SUMMER CAMP

CONTRACT DATE :

04/27/2009

START DATE :

06/15/2009

END DATE :

08/01/2009

CONTRACT AMOUNT :

26,362.50 REVENUE AMOUNT:

26,362.50

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

26,362.50 AMOUNT LEFT :

26,362.50

ASSIGNED CATEGORIES:

HALF DAY CAMPS

0.75 PCT

	RECR	EATION SERVIC	ES	216 (1955)	
ACCOUNT: 0001-580- 5243-83-3	422 VENDOR CODE: V	C0000116146	CONTRACT:	100 mg	δ
MC: /// PS: 0	원스 FSS: VP	CC: X	CA: () (4)	DD: (/	ν)
,				<u>v</u>	

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **27** day of **Lipil**, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Building Up Sports Academy</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) weekly half day camp sessions 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>June 15, 2009</u> and will meet thereafter with the termination date of this agreement being <u>August 1, 2009</u>
- 2. Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$95.00 per one week session. Revenue Account No. 0001-580-5243-4721-07

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Twenty-six thousand three hundred sixty-two dollars and fifty cents (\$26,362.50). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$____ or 75% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: <u>Half day camps: fishing (3 weeks)</u>, flag football (2 weeks), and <u>Dance/Cheerleading (2 weeks)</u>
- b. Name of class or activity: 2009 Half Day Camps
- c. Day(s)/Date(s) Scheduled: Various weeks, June 15 July 31
- d. Time Scheduled: 9:00 am 12:00 Noon
- e. Location: John Prince, Okeeheelee, Lake Lytal and Seminole Palm
- f. A minimum of <u>10</u> and a maximum of <u>35</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity

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

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

9. **Performance:**

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

- Publicize the class or activity through the <u>Leisure Times</u> and public service announcements. 4.
- 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	or this CONTRACT is:
	Adrienne Huisman	PH: <u>561-966-7054</u>

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Building Up Sports Academy Inc. CONTRACTOR'S Address: 2637 Exuma Road, West Palm Beach, FL 33406 CONTRACTOR'S Phone No.: 561-601-5248

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

- 19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 20. <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	
Nanu E Boole	PALM BEACH COUNTY
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	Nothly
	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
	INDEPENDENT CONTRACTOR
SIGNATURE	SIGNATURE
Cliff Battles	SIGNATIONE CO.
NAME (TYPE OR PRINT)	David Aagaard,
	President; Building Up Sports Academy Inc.
	NAME & TITLE (TYPE OR PRINT)

LECAL SUFFICIENCY.

Onne delicat

COUNTY ATTORNEY

SCOPE OF SERVICE

Half Day Camps by Building Up Sports Academy

Fishing Camp

The contractor will provide three weeks of fishing camp in one week sessions: June 15 – 19, July 13 – 17, and July 27 – 31, 2009, from 9:00 am – 12:00 noon. Participants will learn the basics of fishing such as baiting a hook, knot tying, water safety, and indentifying species of freshwater fish. All campers will receive a fishing award and camp t-shirt. Fishing equipment will be provided by the contractor. Equipment to be used: Fishing rod and reel, hooks, bait, tackle, fishing nets and buckets.

Flag-Football Camp

The contractor will provide two weeks of flag-football camp in one week sessions: June 22-26 and July 6-10, 2009, from 9:00 am -12:00 noon. Participants will learn proper passing and receiving skills, defensive skills, and footwork techniques. All campers will receive a camp t-shirt and awards. All equipment will be provided by the contractor. Equipment to be used: footballs, flags and recreation cones.

Dance/Cheerleading Camp

The contractor will provide two weeks of dance/cheerleading camp in one week sessions: June 22-26 and July 6-10, 2009, from 9:00 am -12:00 noon. Participants will learn dance moves, cheers and perform a choreographed dance at the end of each session. All equipment will be provided by the vendor. Equipment to be used: pom poms and recreation cones.

A \$95.00 fee per session will be charged for participation in each one week camp.

ACORD CERTIFIC	ATE OF LIABILIT	Y INSUE	RANCE		DA1	7/2009
PRODUCER (800)318-7709 FAX: Westpoint Insurance Group, 5920 W. 111th St	(708) 636-3915	THIS CERT	IFICATE IS ISSU CONFERS NOTHIS CERTIFICA	JED AS A MATTER D RIGHTS UPON TE DOES NOT AI FORDED BY THE P	R OF INITHE C	FORMATION ERTIFICATE EXTEND OR
Chicago Ridge IL 60	415	INSURERS AF	FORDING COVE	RAGE	NAIC #	
INSURED			ington Inst			
Building Up Sports Academy	<i>,</i>	INSURER B:				
2637 Exuma Road		INSURER C:				
		INSURER D:				
West Palm Beach FL 33	406	INSURER E:			·	
COVERAGES THE POLICIES OF INSURANCE LISTED BELO REQUIREMENT, TERM OR CONDITION OF AT THE INSURANCE AFFORDED BY THE POL AGGREGATE LIMITS SHOWN MAY HAVE BEE INSRIADD'L	NY CONTRACT OR OTHER DOCUMEN LICIES DESCRIBED HEREIN IS SUB. IN REDUCED BY PAID CLAIMS.	IT WITH RESPECT JECT TO ALL TH	TO WHICH THIS O	SIONS AND CONDITION	ONS OF	R MAY PERIAIN,
LTR INSRD TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE (MM/DD/YY)	L	IMITS.	1 000 000
A X GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	6992769	06/08/2009	06/08/2010	DAMAGE TO RENTED PREMISES (Ea occurrence) \$) \$	1,000,000
CLAIMS MADE X OCCUR	4.			MED EXP (Any one person)	I _	
X INCLUDES ATHLETIC				PERSONAL & ADV INJURY	y \$	1,000,000
PARTICIPANTS			•	GENERAL AGGREGATE	s	3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP A	GG \$	1,000,000
POLICY JÉČT LOC AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	s	
ANY AUTO ALL OWNED AUTOS				(Ea accident) BODILY INJURY (Per person)	\$	
SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY	s	
NON-OWNED AUTOS				(Per accident)		
				PROPERTY DAMAGE (Per accident)	\$	
GARAGE LIABILITY				AUTO ONLY - EA ACCIDE	NT \$	
ANY AUTO				AUTO ONLY:	CC \$	
EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
OCCUR CLAIMS MADE				AGGREGATE	\$	
					\$-	
DEDUCTIBLE					\$	
WORKERS COMPENSATION AND				WC STATU- C	ZTH- ER	
EMPLOYERS' LIABILITY	·			E.L. EACH ACCIDENT	s	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLO		
If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LII		
OTHER						
			7			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE Certificate Holder is also addit		I/SPECIAL PROVISIO	NS			
CERTIFICATE HOLDER		CANCELLATIO	ON			· · · · · · · · · · · · · · · · · · ·

ACORD 25 (2001/08)

Palm Beach County Board of Commissioners c/o Parks & Recreation Department 2700 6th Avenue South Lakeworth, FL 33461

© ACORD CORPORATION 1988

Theres (James)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE

EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 Days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the

INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Terri Tomasik/JAMIE



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

ĕ	of Recreation Service Provider/Sports/Official
	The of Recreation Service Provider/Sports/Official Which service(s) are you interested in providing? Special to comps
	List prior work experience in providing this service:
	Dates Agency/Company Representative (A). 2008 Building Y Sports David Agency
	Scope of Work provided fishing carry 561-301-524
·	
	Dates Agency/Company Representative
	(B). 2007 Cf of 49B David Aagaan
	Scope of Work Contact #
	> Relate coops cons

<u>Dates</u> (C).	Agen			
			4	
		· · · · · · · · · · · · · · · · · · ·		
Scope of W	ork .		Con	tact #

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	•			
List any licenses/	certification/education	you have completed i	relevant to providing	this service:
List any licenses/	certification/education	you have completed i	relevant to providing	this service:
List any licenses/o	<u>License/cert</u>	ification/education	<u>Location/I</u>	<u>istructor</u>
<u>Dates</u>	<u>License/cert</u>	ification/education	<u>Location/I</u>	<u>istructor</u>
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<u>Dates</u>	License/cert	ification/education	Location/Is	estructor
Dates 2008 Are you or any of	License/cert	ification/education	Location/Is	estructor
<u>Dates</u>	License/cert	ification/education	Location/Is	estructor
Dates 2008 Are you or any of and Recreation D	License/cert	ification/education	Location/Is	estructor
Dates 2008 Are you or any of	License/cert	ification/education	Location/Is	estructor
Dates 2008 Are you or any of and Recreation D ☐ Yes	License/cert	ification/education	Location/Is	estructor
Dates 2008 Are you or any of and Recreation D ☐ Yes	Your employees relate epartment?	ification/education	Location/Is	estructor



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) David Aagaand Sex M Race W Date of Birth 7-23-75 Driver's License No. A263-163-75-263-0
Address 2637 Exuma Rl
City West la/m Beach State FL Zip 33406
I, <u>Parid</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: David Aagaard Date: 4-20-09
Signature:



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Alejandro Gomez Sex M Race hispanic
Date of Birth 9/17/84 Driver's License No. 6520-010-84-337-0
Address 7971 Ambleside Way
City Lake Worth State FL Zip 33467
I, Alejandro Gomez, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Alex Gomez Date: 4/10/09
Signature: Aly Some







Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) KE17H H. MOONE Sex M Race W
Date of Birth 7/20/66 Driver's License No. M 600-508-66-260-0
Address 121 MONTENEY WAY
City Royan Parm Berset State R Zip 33411
I, KETTH MOONE, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or
appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: KEITH H. MOONE Date: 4/10/09
Signature:





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:	Paid Aaroan	
	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.

(r	a	202.124	
	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
		394.4593	relating to sexual misconduct with certain mental Health patients,
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
	·	787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections		fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
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826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	incest child abuse, aggravated child contributing to the delinquence negligent treatment of childre sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting and drug abuse prevention and co person involved in the offens sexual misconduct in juvenile	cy or dependency of a child en d other to join a criminal gang ontrol only if the offense was a felony we was a minor	or if any other
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Applicant's Signa	ature	Date	

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Alejandro Gomez
Please print complete name

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

Sections 393.135 Sections 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
741.30	domestic violence and injunction for protection (defined in 741.28) means any 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
	battery, if the victim of offense was a minor
784.03 784.045	aggravated battery
787.01	kidnapping
787.01 787.02	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
<u></u> 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
794.011	school property sexual battery
794.041	prohibited acts of persons in familial or custodial authority (former)
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Chapter 812	felony theft and/or robbery
Sections 817.563	fraudulent sale of controlled substances, if the offense was a felony
825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

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	826.04	incest		
	827.03	child abuse, aggravated child al	huse or neglect of a child	
	827.04	contributing to the delinquency		•
			of dependency of a child	
	827.05	negligent treatment of children		•
	827.071	sexual performance by a child		
	843.01	resisting arrest with violence		
	Chapter 847	obscene literature		
	Section 847.05(1)	encouraging or recruiting anoth	er to join a criminal gang	C t
	Chapter 893	drug abuse prevention and cont		a felony or if any other
		person involved in the offense		
	Section 985.4045	sexual misconduct in juvenile j	ustice programs	
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he	above statements are true and com	plete to the best of my knowledge.	INITIAL:	at 2
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APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:	Karal a care	
mi biomi.	- KEITH H. MOORE	
	Please print complete name	
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I understand I must acknowledge the existence of any criminal records relating to the following list, regardless of whether or not those records have been sealed or expunged. I understand that I am also obligated to notify Palm Beach County Parks and Recreation Department of any possible disqualifying offenses that may occur while providing services for/with Palm Beach County Parks and Recreation Department.

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
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	-		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
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		782.04	murder
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		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
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		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
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Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001440

DATE: 05/07/2009

CONTRACT INFORMATION Active

WILL12372305095204

Certificate of Insurance

NAME :

WILLIAMSON, ELAINE

VENDOR CODE:

WILL123723

INSTRUCTOR:

WATER EXERCISE INSTRUCTOR

ACCOUNT NUMBER: 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WATER EXERCISE

CONTRACT DATE: 05/04/2009

START DATE :

05/04/2009

END DATE :

09/30/2009

CONTRACT AMOUNT :

1,620.00 REVENUE AMOUNT:

1,620.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

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ASSIGNED CATEGORIES:

WATER EXERCISE

30.00 CLASS

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RECREATION SERVICES
ACCOUNT: 0001-580-5204-3422 VENDOR CODE: VC0000123723 CONTRACT:
MC: PS: FSS: W CC: Y CA: GPW DD W
INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreement is made as of the day of day of day, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Elaine Williamson, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
WITNESSETH:
WHEREAS, the COUNTY desires to make available (a) (an) <u>Water Exercise</u> program, and desires to contract with CONTRACTOR to provide a specific service for that program; and
WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.
NOW THEREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR hereby agree as follows:
1. <u>Term</u> : The class, activity or service will begin on <u>May 4th, 2009</u> and will meet thereafter with the termination date of this agreement being <u>September 30th, 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):\$5.00per

4. Specific Details:

b.

3. Payments To Contractor:

date.

a.

class Revenue Account No. 0001-580-5204-4724-02

enrollment fees for the class or activity.

a.	Type of service/instructor: Water Exercise/Elaine Williamson	caived
b.	Name of class or activity:Water Exercise	4/32/09
c.	Day(s)/Date(s) Scheduled:Monday - Friday	4
d.	Time Scheduled: Varies	
e.	Location: _Therapeutic Recreation _Gleneagles Country Club Aqu	uatic Center

f. A minimum of <u>6</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.

The total amount to be paid by the COUNTY under this Contract for all services and materials shall

not exceed a total contract amount of One thousand six hundred twenty Dollars (\$1,620.00). 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

The CONTRACTOR's fee shall be the sum of \$__30.00 per class__ or _____% of the paid

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

9. Performance:

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

IU.	and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
	<u>Stacy Staebell</u> PH: <u>966-7021</u>
12.	Indemnification: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	Notices : All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
	Director of Recreation Services Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461
	and if sent to the CONTRACTOR shall be mailed to:
	CONTRACTOR'S Name: Elaine Williamson
	CONTRACTOR'S Address: 332 Puritan Road West Palm Beach, FL 34866
	CONTRACTOR'S Phone No
14.	Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

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

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

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

18. <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.

this Agreement.

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Manual Beale	Exilace
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
March Role	
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Stanstadell	Raus de Willeaurin
SIGNATURE	SIGNATURE
Stacy Starbell	BLAINE M. WILLIAMSON
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS 10 FURM AND
LEGAL SUFFICIENCY
COUNTY ATTORNEY

Scope of Services Water Exercise Elaine Williamson

Water Exercise classes will be conducted by a trained professional who is also a Certified Water Fitness Instructor. The classes will be conducted under the supervision of a qualified certified American Red Cross Lifeguard at the Palm Beach County Therapeutic Recreation Center Aquatic Facility. Instructor will be in the water with the students.

Skills to be taught include, but are not limited to: aerobic activity, mobility, balance, coordination, rhythmic breathing, and personal water safety. Instruction will be based on each individual's ability.

Equipment to be used during instruction includes Coast Guard approved personal floatation devices, kickboards, goggles, and buoyant aquatic equipment.

ACORD, CERTIFIC	ATE OF LIABIL	ITY INS	URANCE		DATE (MM/DD/YYYY) 4/17/2009
PRODUCER Sports & Fitness Insurance Corpo Post Office Box 1967	ration	ONLY AND	CONFERS NO F	ED AS A MATTER OF IP RIGHTS UPON THE CER TE DOES NOT AMEND, FFORDED BY THE POLI	TIFICATE EXTEND OR
Madison, MS 39130			FFORDING COV		NAIC#
INSURED Williamson		INSURER A: Gen	eral Insurance Co	mpany of America	
Elaine Williamson, 332 Puritan Road		INSURER B:			
332 Fullan Road		INSURER C:			
Mark Dalm Barah El 22405		INSURER D:		<u> </u>	
West Palm Beach, FL 33405		INSURER E:			
THE POLICIES OF INSURANCE LISTED BEL ANY REQUIREMENT, TERM OR CONDITION MAY PERTAIN, THE INSURANCE AFFORDE POLICIES. AGGREGATE LIMITS SHOWN MA	I OF ANY CONTRACT OR OTHER D D BY THE POLICIES DESCRIBED H	OCUMENT WITH R EREIN IS SUBJECT CLAIMS.	RESPECT TO WHICH TO ALL THE TERM	H THIS CERTIFICATE MAY E	BE ISSUED OR
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ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY		,		AUTO ONLY - EA ACCIDENT	\$
ANY AUTO	·			OTHER THAN	\$
				AGG	\$
EXCESS/UMBRELLA LIABILITY					\$
OCCUR CLAIMS MADE			. ;		\$ \$
DEDUCTIBLE					\$
RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTH- TORY LIMITS ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE					\$
OFFICER/MEMBER EXCLUDED? If yes, describe under	х			E.L. DISEASE - EA EMPLOYEE	
SPECIAL PROVISIONS below OTHER				E.L. DISEASE - POLICY LIMIT	\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES / EXCLUSIONS ADDED BY ENDORSEN	IENT / SPECIAL PROVI	SIONS		
TRAINERS					
Certificate holder is named additional insu	red				
CERTIFICATE HOLDER		CANCELLAT	ION		
		T		ED POLICIES BE CANCELLED BE	FORE THE EXPIRATION
Board of County Commissioners		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN			
2728 Lake Worth Road	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL				
	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				
Lake Worth, FL 33461	REPRESENTATIVES.				
		<u> </u>		lynnell. Sugar	
ACORD 25 (2001/08)				© ACORD CO	RPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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





Number of AIs: 1

Policy

Policy Number

Policy Type

Effective

Expires

Cancel Date

LPF-9617873

Personal Trainer

2/24/2009 12:00:00 AM 2/24/2010

12:00:00 AM

Coverage Details

\$2,000,000 General Aggeregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Per Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 Fire Legal Liability \$10,000 Medical Payments

Named Insured

Named Insured: elaine williamson

Address: 332 Puritan Road, , FL, West Palm Beach, 33405

Additional Insureds

View Cert	Name	City	State	ID	H
	elaine williamson	West Palm Beach	FL	34866	7 !



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	interested in providing? WATER	Brercise
List prior work experience	ee in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A).	wycuff golf 9	PENNY FERNANI
	COUNTRY CLUB	<u> </u>
Scope of Work		Contact #
WATER FITNES	s classes	POUNY FOCUAL
		Representative
<u>Dates</u>	Agency/Company	<u>Kepresentative</u>
Dates (B).	<u>Agency/Company</u>	Representative
	<u>Agency/Company</u>	<u>Kepresentative</u>
	Agency/Company	<u>Representative</u>
	Agency/Company	<u>Kepresentutve</u>

<u>Dates</u>	Agency/Company	<u>Representative</u>
<i>(C)</i> .		
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Scope of Work		Contact #
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List any licenses/certification/	education you have completed re	elevant to providing this ser
alambarati, trascq	education you have completed relicion	elevant to providing this ser <u>Location/Instructor</u>
alambarati, trascq		
alambarati, trascq		
alambarati, trascq	icense/certification/education	
Dates L	icense/certification/education	Location/Instructor
Are you or any of your employ and Recreation Department?	vyees related to anyone employed	Location/Instructor
Dates Land Are you or any of your employ and Recreation Department?	vyees related to anyone employed	Location/Instructor



rican Safety & Health Institute association of professional safety and health educators

ASHI APPROVED CERTIFICATION CARD

CPR and Sports Medicine Services

Elaine M. Williamsar

1 130109

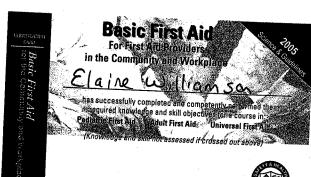
113011

www.cprflorida.net

888-388-9250 Training Center Phone No.

Training Center Note

Successful completion indicates card holder has met required knowledge and skill objectives of the curriculum to the satisfaction of an ASH1 authorized instructor. Successful completion does not guarantee future performance, nor imply state certification or licensure. Program content is based upon American Heart Association®, Inc. Guidelines for CPR and ECC (Circulation @2005) and other evidence-based treatment recommendations. Rate this program online at www.ashinstitute.org or call (800) 246-5101.



ican Safety & Health Institute an association of profes



ASHI APPROVED CERTIFICATION CARD

CPR AND SPORTS MEDICINE SERVICES, LLC

1130111

888-388-9250 Training Center Phone No.

www.cprflorida.net

Training Center Note

Successful completion indicates card holder has met required knowledge and skill objectives of the curring solution of an ASHI authorized instructor. Successful completion does not guarantee future perfor nor imply state certification or licensure. Program content is based upon recommendations of the 2005 First Aid Science Advisory Board (Circulation @2005) and other evidence-based treatment recommendate this program online at www.ashinstitute.org or call (800) 246-5101.

United States Water Fitness Association National Aquatic Certification For Water Fitness Instructors (Primary Course)

Elaine Williamson

Has Successfully Completed This Certification And Is A Professional Member Of The USWFA.

This Certification And USWFA Membership will Expire On:

Eebruary 21, 2012 Certification #: 7 9786

CHANNEL

JUSWFA President/CEO





Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) RAINE MARCARET WILLIAMSON Sex F Race C
Date of Birth <u>03.12.52</u> Driver's License No. <u>W 452.213.52.592.0</u>
Address 332 PURITAN RP.
City WEST PALM BEACH State FL. Zip 33405
I, EAINE WILLIAMSON , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: ELAINE WILLIAMSON Date: 04, 15.09
Signature: <u>Kawi M. Williamin</u>



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.

ELAINE MARGARET WILLIAMSON
Please print complete name APPLICANT:

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.

Section	ons 393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
Section	ns 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
BCCHO	741.30	domestic violence and injunction for protection (defined in 741.28) means any
, 	7-11.50	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
4		battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
4		family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
	102.01	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 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)
	ter 796	prostitution
	on 798.02	lewd and lascivious behavior
	ter 800	lewdness and indecent exposure
	on 806.01	arson
	ter 812	felony theft and/or robbery
Section	ons 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

		826.04 827.03	incest child abuse, aggravated child		•
		827.04	contributing to the delinquence		
		827.05 827.071	negligent treatment of childre sexual performance by a child		
	·	843.01	resisting arrest with violence		
	Chapter		obscene literature		
	Section	847.05(1)	encouraging or recruiting ano	ther to join a criminal gang	
	Chapter	893	drug abuse prevention and corperson involved in the offense	ntrol only if the offense was a felo	ny or if any othe
	Section	985.4045	sexual misconduct in juvenile		
Expla	nation: (Provide detai	ls of any items ini	itialed above. Attach another sheet is	f necessary.)	
	ription		Mary M. Tropics France		
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The a	bove statements are t	rue and complet	te to the best of my knowledge.	INITIAL:	Z1.1
			to the best of my knowledge.	IIIIIAL.	
	guilty or nolo cor charges under the jurisdiction. I als offenses.	ntendere (no control of the provisions of affirm that	contest), regardless of the act of the Florida Statutes or unc	ged, found guilty or entered a ljudication, to any of the fore der any similar statute of ano record that is similar to any	egoing ther
	Rani M.	William	cu	04.15.09.	
		plicant's Signa	nture	Date	
1					
			<u>OR</u>		·
l a	Disqualifying cha and true with rega	rges, acts or or ard to any of t	offences and that the explar	ain one or more of the foregonation I have provided is comprovisions of the Florida St	nplete
					I



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001439

DATE : 05/07/2009

CONTRACT INFORMATION Active

BELL00820609524344F

NAME :

BELL, VALERIE

VENDOR CODE:

BELL0082

INSTRUCTOR:

CRAFTS AND FUN

ACCOUNT NUMBER: 0001-580-5243-44-3422

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

CRAFTS

CONTRACT DATE :

05/06/2009

START DATE :

06/24/2009

END DATE :

07/30/2009

CONTRACT AMOUNT :

594.54 REVENUE AMOUNT:

594.54

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

594.54 AMOUNT LEFT:

594.54

ASSIGNED CATEGORIES:

CRAFTS & FUN

1.00 FLAT FEE

ACCOUNT:	VENDOR CODE: CONTRACT: C
0001-580- 5243-44 -	3422 BELL0082 ()
MC: ARC	PS: OCC FSS: W CC: CA: G.Od. DD: W
V	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreement Pa	is made as of the day of, 2009, by and between the Board of County Commissioners of alm Beach County, Florida, hereinafter referred to as the "COUNTY" and Valerie Bell , an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
	AS, the COUNTY desires to make available (a) (an) <u>Crafts and Fun</u> program, and desires to NTRACTOR to provide a specific service for that program; and
WHERE providing said pro	AS , the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram.
	IEREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY OR hereby agree as follows:
	lass, activity or service will begin on <u>June 24, 2009</u> and will meet thereafter with the late of this agreement being <u>July 30, 2009</u>
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):per count No. N/A (This program is part of the overall Summer Camp tuition)
3. Payments To	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 ofFive hundred ninety four and 54/100Dollars (\$594.54). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
b.	The CONTRACTOR's fee shall be the sum of \$ or% of the paid enrollment fees for the class or activity. (see attached)
4. Specific Det	ails: Type of service/instructor: Valerie Bell
a.	Type of service/instructor: Valerie Bell
b.	Name of class or activity:Crafts and Fun
C.	Day(s)/Date(s) Scheduled: Wednesday, June 24 th , July 8 th , July 22 nd , July 29th
d.	Time Scheduled: _10:00 AM - 12:00 PM
e.	Location:West Jupiter Recreation Center
f .	A minimum of <u>15</u> and a maximum of <u>28</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with _10___ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- 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.

- 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.

The County Nepresentative.	Journey Representative	101 (1113 0014110 (01 10.		
Constonsa Alexander		PH: (561)	694-5433	

- 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

County Panagantatives The County Panagantative for this CONTRACT is:

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name:	Valerie Bell	
CONTRACTOR'S Address:	310 S. E. 6 th Street, Pompano Beach, FL 33060.	
CONTRACTOR'S Phone No.	(954) 260-9189	:

- 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 WITNESS	PALM BEACH COUNTY
Nancy Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT) /	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
Contractor witness Construct A Orander	INDEPENDENT CONTRACTOR
SIGNATURE Constonsa Alexander	SIGNATURE
NAME (TYPE OR PRINT)	Valerie Bell - Instructor NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 Valerie@MissWoody.com

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, June 24, 2009

Teens: Tie Dyed "T" Shirts 28 Teens

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$76.69 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 28

Total Due: \$153.38

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-6-24-09-VB Teen

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 Valerie@MissWoody.com

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, July 8, 2009

Teens: Personalized Decorated Dry Erase Boards 28 Teens

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$67.59 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 28

Total Due: \$135.18

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-7-8-09-VB Teen

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 <u>Valerie@MissWoody.com</u>

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, July 22, 2009

Teens: Pine Wood Shelf 28 Teens

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$73.19 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 28

Total Due: \$146.38

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-7-22-09-VB TEEN

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 Valerie@MissWoody.com

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, July 29, 2009

Teens: Personalized Decorated Baseball Caps 28 Teens

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$79.80 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 28

Total Due: \$159.60

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-7-29-09-VB TEEN

SCOPE OF SERVICES - MATERIALS & SUPPLIES

VALERIE BELL

310 SOUTHEAST 6th STREET

POMPANO BEACH, FLORIDA 33060

Cell (954) 260-9189 Fax (954) 785-4685

Woodworking ~~ Craft Instructor

Jupiter Recreational Center

Fax: 561-242-7075

Canstonsa,

Here is a description of materials that will be used for our 2009 summer camp projects.

Tie Dyed T Shirts: a cotton T Shirt, colored string cords, rubber bands, and water.

Shelf: Use of sand paper and assembling of pre-cut pine wood with non toxic glue.

Chalkboard or Dry Erase Board: Board and foam, silk flower décor. Paint brushes to apply non toxic glue.

Hats: cotton baseball hats, fabric paint, foam décor, and non toxic glue, and paint brushes to apply the glue.

There will be non toxic plastic on the tables to protect them and plastic or aluminum trays to hold the décor.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	vider/Sports Official	t 5
Which service(s) are you	interested in providing?	
List prior work experien	ce in providing this service:	
		<u>Representative</u>
(A). Sopt 1999-2000	Agency/Company Whispering Pines Eler	n Jane Walte
	.)	
	<u> </u>	
Scope of Work		<u>Contact #</u> 61 – 672 – 2700
crafts	51	61-672-2700
<u>Dates</u>	Agency/Company	<u>Representative</u>
(B). Sept 1999-20	09 Hammock Pointe El	em Bonnie W
		· .
Soone of Work		Contact #
Scope of Work	561-	477-2231

<u>Dates</u>		Agency/Company	<u>Representative</u>
co. Sept20	67-2009	Del Prado E	Hem Lori Goldfing
1	· .		
Scope o	f Work		Contact #
craf	45	561	-416-164/
	and the state of t		
List any license	es/certification/edi	ucation you have complete	ed relevant to providing this service
			ed relevant to providing this service Location/Instructor
List any licenson Dates	Lice	nse/certification/education	Location/Instructor
<u>Dates</u>	Lice	nse/certification/education	Location/Instructor
	Licented C	nse/certification/education Development King, - Crafts	Location/Instructor Paca - Karon Mo Home Storage B
<u>Dates</u>	Licented C	nse/certification/education Development King, - Crafts	Location/Instructor Paca - Karon Mo Home Storage B
<u>Dates</u>	Licented C	nse/certification/education Development King, - Crafts	Location/Instructor
<u>Pates</u> 1995 2000 1996 2001	Lice Child C Woodwor Baske- Gourd	nse/certification/education Development King-Crafts try Creations	Location/Instructor Page - Karren Mo Home Storage B Shelly 2acks Lena Braswell
<u>Dates</u> 1995 2000 1996 2001 Are you or an	Licent Child	nse/certification/education Development King-Crafts try Creations	Location/Instructor Paca - Karon Mo Home Storage B
Dates 1995 2000 1996 2001 Are you or any and Recreation	Licenter Child Chi	nse/certification/education Development King-Crafts try Creations	Location/Instructor Page - Karren Mo Home Storage B Shelly 2acks Lena Braswell
Dates 995 2000 1996 2001 Are you or any and Recreation Yes	Licenter Child Chi	nse/certification/education Development King-Crafts try Creations es related to anyone emplo	Location/Instructor Page - Karren Mo Home Storage B Shelly 2acks Lena Braswell



Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Valerie Bell Sex F Race W
Date of Birth 3-8-54 Driver's License No. <u>B400 873 54 588-0</u>
Address 305E 6 Street
city Pompano Bch State FL zip 33060
I, Valerie Bell , authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Valerie Bell Date: 4-8-09
Signature: Mullium Bell

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.

The second section of the section of the second section of the section of the second section of the se	P	•	Carlotte Market	7
APPLICANT:	Val	erie	Bell	
	Pie	ase print complete	e 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
p <u>itte er dette et</u>	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
<u>Androdus</u>	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
i manggapa	782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
	782.071	vehicular homicide
·	782.09	killing an unborn child by injury to the mother
	784.011	assault, if the victim of offense was a minor
	784.021	aggravated assault
	784.03	battery, if the victim of offense was a minor
	784.045	aggravated battery
	787.01	kidnapping
	787.02	false imprisonment
-	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
Angle Conference of the Confer	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
4.29.4.	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
	798.02	lewd and lascivious behavior
		lewdness and indecent exposure
	806.01	arson
Chapter		felony theft and/or robbery
Section	s 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
	e T	person or disabled adult
advantage garage garage	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	8	26.04	incest			
	•	27.03	child abuse, aggravated	child abuse, or negle	ect of a child	
	. 8	27.04	contributing to the deline			
	. 8	27.05	negligent treatment of ch			
	8	27.071	sexual performance by a	child		
	8	43.01	resisting arrest with viole	ence	¥	
	Chapter 8	47	obscene literature			
	Section 8		encouraging or recruiting	g another to join a cr	riminal gang	12
	Chapter 8	93	drug abuse prevention ar		e offense was a	a felony or if any
			person involved in the of			
Action Control Control	Section 9	85.4045	sexual misconduct in juv	emile justice prograi	ms	
olanation: (Pro	ovide details	of any items ir	itialed above. Attach another s	heet if necessary.)		
cription				<u>Dates</u>		
						
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contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001438

DATE : 05/07/2009

CONTRACT INFORMATION Active

BELL00820609524304C

NAME :

BELL, VALERIE

VENDOR CODE:

BELL0082

INSTRUCTOR:

CRAFTS AND FUN

ACCOUNT NUMBER: 0001-580-5243-04-3422

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

CRAFTS

CONTRACT DATE :

05/06/2009

START DATE :

06/24/2009

END DATE :

07/30/2009

CONTRACT AMOUNT :

1,418.70 REVENUE AMOUNT:

1,418.70

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,418.70 AMOUNT LEFT :

1,418.70

ASSIGNED CATEGORIES:

CRAFTS & FUN

1.00 FLAT FEE

	RECREATION SERVICES
ACCOUNT: 0001-580- 5243-04 -3	VENDOR CODE: CONTRACT:
	PS: AC FSS: W CC: CA: Q.94. DD: W
V	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreement	is made as of the day of, 2009, by and between the Board of County Commissioners of alm Beach County, Florida, hereinafter referred to as the "COUNTY" and Valerie Bell , an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
WHEREA contract with CO	AS, the COUNTY desires to make available (a) (an) <u>Crafts and Fun</u> program, and desires to NTRACTOR to provide a specific service for that program, and
WHERE, providing said pro	AS , the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to ogram.
NOW TH	IEREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY OR hereby agree as follows:
1. <u>Term</u> : The c	lass, activity or service will begin on <u>June 24, 2009</u> and will meet thereafter with the late of this agreement being <u>July 30, 2009</u>
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):per count No. N/A (This program is part of the overall Summer Camp tuition).
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 <u>One thousand four hundred eighteen and 70/100</u> Dollars (\$1,418.70). 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 \$_per class or% of the paid enrollment fees for the class or activity. (see attached)
4. Specific De	tails: received
a.	Type of service/instructor: Valerie Bell
b.	Name of class or activity:Crafts and Fun
C.	Day(s)/Date(s) Scheduled:Wednesday, <u>June 24th, July 8th, July 22nd, July 29th</u>
d.	Time Scheduled: 1:00 PM – 3:00 PM
e.	Location:West Jupiter Recreation Center
f.	A minimum of <u>40</u> and a maximum of <u>84</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. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with _10___ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

- 4. Publicize the class or activity through the <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.

Constonsa Alexander	PH:	(561) 694-5433	

- 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:	Valerie Bell
CONTRACTOR'S Address:	310 S. E. 6 th Street, Pompano Beach, FL 33060.
CONTRACTOR'S Phone No.	(954) 260-9189

- 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. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS SIGNATURE SIGNAT	PALM BEACH COUNTY Lea Call
NAME (TYPE OR PRINT) REALE NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS SIGNATURE SIGNATURE	INDEPENDENT CONTRACTOR Value Bell
Constonsa Alexander NAME (TYPE OR PRINT)	Valerie Bell - Instructor NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Onne odelant county attorney

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 Valerie@MissWoody.com

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, June 24, 2009

Youth: Tie Dyed "T" Shirts 84 children 2 hours

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$195.69 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 84

Total Due: \$391.38

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-6-24-09-VB YOUTH

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 Valerie@MissWoody.com

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, July 8, 2009

Youth: Personalized Decorated Chalk Boards 84 children 2 hours

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$164.19 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 84

Total Due: \$328.38

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-7-8-09-VB YOUTH

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 <u>Valerie@MissWoody.com</u>

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, July 22, 2009

Youth: Pine Wood Shelf 84 children 2 hours

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$185.19 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 84

Total Due: \$370.38

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-7-22-09-VB YOUTH

Valerie Bell 310 S.E. 6th Street Pompano Beach, Florida 33060 Cell (954) 260-9189 Fax (954) 785-4685 <u>Valerie@MissWoody.com</u>

CRAFTS AND WOODWORKING Miss Woody~~Instructor

JUPITER REC CENTER~~CANSTONSA DIRECTOR~FAX: 561-747-6422

Wednesday, July 29, 2009

Youth: Personalized Decorated Baseball Caps 84 children 2 hours

Hours worked: 2 hours per visit ~ 125 miles round trip

TOTAL HOURS: 2 @ \$164.28 per hour

This hourly rate includes: (Labor, Supplies, Mileage) Time spent for purchasing of supplies, loading and unloading, set up time, all supplies, payment for the 2 hours each visit spent at location, and mileage (125 miles round trip)

Total Number of Kids: 84

Total Due: \$328.56

Make Check Payable to: Valerie Bell (Vendor Code BELL0082)

Due upon completion

THANK YOU!!

Valerie Bell Inv #JRC-7-29-09-VB YOUTH

SCOPE OF SERVICES - MATERIALS & SUPPLIES

VALERIE BELL

310 SOUTHEAST 6th STREET

POMPANO BEACH, FLORIDA 33060

Cell (954) 260-9189 Fax (954) 785-4685

Woodworking ~~ Craft Instructor

Jupiter Recreational Center

Fax: 561-242-7075

Canstonsa,

Here is a description of materials that will be used for our 2009 summer camp projects.

Tie Dyed T Shirts: a cotton T Shirt, colored string cords, rubber bands, and water.

Shelf: Use of sand paper and assembling of pre-cut pine wood with non toxic glue.

Chalkboard or Dry Erase Board: Board and foam, silk flower décor. Paint brushes to apply non toxic glue.

Hats: cotton baseball hats, fabric paint, foam décor, and non toxic glue, and paint brushes to apply the glue.

There will be non toxic plastic on the tables to protect them and plastic or aluminum trays to hold the décor.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

f Recreation Service Pr		CLC
Which service(s) are you	interested in providing?Cra-	113
List prior work experie	nce in providing this service:	
<u>Dates</u>	Agency/Company	Representative
(A). Sent 1999-2009	7 Whispering Pines El	em Jane Walt
<u> </u>	1 whipering the B	<u> </u>
Scope of Work		Contact #
crafts		561-672-270
<u>Dates</u>	Agency/Company	Representative
	09 Hammock Pointe	
Sept 1999-20	of Tammock forme	Elevi Vonino V
Scope of Work		Contact #
aca Cha	<61	-477-2231

<u>Dates</u>		Agency/Compan	<u>¥</u>	Representa	<u>itive</u>
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Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Valerie Bell Sex F Race W
Date of Birth 3-8-54 Driver's License No. <u>B400 873 54 588-0</u>
Address 305E 6 Street
city Pompano Bch State FL zip 33060
I, Valerie Bell , authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Valerie Bell Date: 4-8-09
Signature: Sell

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:	Valerie Bell	
and the second	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:

计通识 阳岭

May 14th			
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J. 137 335 S	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
		741.30	domestic violence and injunction for protection (defined in 741.28) means any
	**		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
		• .	battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
,			family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or
	745 779		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
		mom 0.4(0)	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
		, , 0.1.10 (20)	school property
		794.011	sexual battery
		794,041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter	812	felony theft and/or robbery
		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

## Second					
227.04 contributing to the delinquency or dependency of a child 227.05 negligent treatment of children 227.07 sexual performance by a child 327.07 sexual performance by a child 343.01 resisting arrest with violence obscene literature obscene literature of Chapter 893 drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor sexual misconduct in juvenile justice programs obtaination: (Provide details of any items initialed above. Attach another sheet if necessary.) By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Plorida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. DR By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.					
827.05 negligent treatment of children 827.05 negligent treatment of children 827.07 negligent treatment of children 827.071 sexual performance by a child 843.01 resisting arrest with violence Chapter 847 obscene literature Section 947.05(1) chapter 893 drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor Section 985.4045 sexual misconduct in juvenile justice programs Patient Provide details of any items initialed above. Attach another sheet if necessary.) By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses. OR By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar stature of another jurisdiction.					
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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001441

DATE: 05/12/2009

CONTRACT INFORMATION Active

KIRKON1182340509P44215A

NAME :

KIRKON, MICHELLE

VENDOR CODE:

KIRKON118234

INSTRUCTOR:

LITERACY ENRICHMENT

ACCOUNT NUMBER :

3600-581-P442-15-3422

LOCATION:

WEST JUPITER RECREATION CENTER

PROGRAM:

LITERACY ENRICH

CONTRACT DATE :

05/04/2009

START DATE :

05/04/2009

END DATE :

06/05/2009

CONTRACT AMOUNT :

500.00 REVENUE AMOUNT:

500.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

500.00 AMOUNT LEFT:

500.00

ASSIGNED CATEGORIES:

LITERACY ENRICHMENT

50.00 CLASS

			RECREATION SERVICES
1	(CC	OUNT: 3600-5	81-P442-15-3422 VENDOR CODE: CONTRACT:
	ИC	:ORR	PS:O/OC FSS: AV CC: / CA: GPH. DD: W
		0	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
	Thi F	is Agreemer Palm Beach	nt is made as of the day of, 2009, by and between the Board of County Commissioners of County, Florida, hereinafter referred to as the "COUNTY" and Michelle Kirkon, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
			WITNESSETH:
ŗ	orog		EAS, the COUNTY desires to make available (a) (an) <u>Read A Recipe for Literacy</u> esires to contract with CONTRACTOR to provide a specific service for that program; and
ķ	orov	WHERE viding said p	EAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to rogram.
á	and		HEREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY TOR hereby agree as follows:
•			class, activity or service will begin on <u>May 4, 2009</u> and will meet thereafter with the date of this agreement being <u>June 5, 2009</u>
2	2.	charges from	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and m participants. The fee(s) charged by the COUNTY for this class or activity (is) (are):per count No. N/A (Part of the overall After-School Program Tuition)
3	3.	Payments 1	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 Five hundred Dollars (\$500.00). 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 \$\$50.00 per class.
4	4.	Specific De	etails:
		a.	Type of service/instructor: <u>Literacy Enrichment</u>
		b.	Name of class or activity: Read A Recipe for Literacy
		C.	Day(s)/Date(s) Scheduled: May 4, 2009 – June 4, 2009
		d.	Time Scheduled: 2:30pm – 4:30pm
		e.	Location: West Jupiter Recreation Center
		f.	A minimum of <u>25</u> and a maximum of <u>40</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. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with _2_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

10.	Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.		
11.	County Representative: The County Representative for this CONTRACT is:		
<u>.</u>			
12.	Indemnification: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.		
13.	<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: Michelle Kirkon		
	CONTRACTOR'S Address: 6805 Massachusetts Dr. Lantana, FL 33462		
	CONTRACTOR'S Phone No. <u>561-963-5616</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		

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

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

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

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

PALM BEACH COUNTY WITNESS	
Many Beale	PALM BEACH COUNTY
SIGNATURE DEALE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	
CONTRACTOR WITNESS	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
dunda E Civil o 7	INDEPENDENT CONTRACTOR
SIGNATURE CARLLED	Michele Di Kirkon SIGNATURE
NAME (TYPE OR PRINT)	Mich. Le Kirkon-Regional Manager NAME & TITLE (TYPE OR PRINT)
	NAME & TITLE (TYPE OR PRINT)
APPROVED AS TO FORM AND	

Scope of Services

Read A Recipe for Literacy

West Jupiter After-school Program

Literacy activities will include instructing reading and writing exercises with youth participants, directing poetry readings and public speaking performances, visiting the children's garden with the group, labeling plants and talking about the vegetables picked in the garden.

Materials may include: Books, magazines, paper, pencils, crayons, tape, markers, plant identification tags and foam board. Basic recipe materials will also be used, including ingredients, spoons, bowls, spatulas, plastic forks, plates and napkins.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service 1 for	der/Sports Official	e e e e e e e e e e e e e e e e e e e
Which service(s) are you in	iterested in providing?	eray Reads
·		
List prior work experience	in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). 5/2007 - 9/2008	PBC Parks o Recreation	Adriance Hu
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Scope of Work		Contact #
Asstrute Act	l duties	966-70.54
HSST: unde Act	mities	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(B). Sent 7000 - Que Zar	Family H.O.P.E.	Anchie Sr
Scope of Work		Contact #
scope of work		

<u>Dates</u> C).	Agency/Company	<u>Kepresentative</u>
Sapt 1996-Sept 20	Agency/Company 500 "I Hove A Grean"	Foundation Doc
Scope of Work		Contact #
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plan - inplement	ivertion t-creaning pagasa o meetings	Activitas
volucteus.	-meetings	
List any licenses/certificat	tion/education you have complete <u>License/certification/education</u>	d relevant to providing this servi
	License/certification/education	Location/Instructor
		Location/Instructor
	License/certification/education	Location/Instructor
	License/certification/education	Location/Instructor
	License/certification/education	Location/Instructor
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> Are you or any of your er	License/certification/education (entired Parenty Train mployees related to anyone emplo	Location/Instructor
<u>Dates</u> Are you or any of your en	License/certification/education (entire of Parenty Trace mployees related to anyone employent?	Location/Instructor
Dates Are you or any of your enand Recreation Department → Yes	License/certification/education (entire of Parenty Trace) mployees related to anyone emploent?	Location/Instructor
Are you or any of your er and Recreation Departme	License/certification/education (entire of Parenty Trace) mployees related to anyone emploent?	Location/Instructor



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Michelle Hikirkon Sex F Race W
Date of Birth July 19.1958 Driver's License No. 12-1625-548-58-755-0
Address 6805 massachusetts Dr.
City Lantana State State Zip 33462
I, Middle Kickon, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Michelle H. Kirkon Date: April 23,209
Signature: Michele & Jakon



MAIL TO:

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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

[X] New Registration [] Change of Information
Λ_{2} Λ_{3} Λ_{4} Λ_{5} Λ_{5} Λ_{5} Λ_{5} Λ_{5} Λ_{5} Λ_{5}
Headquarters (Legal Name) of Company: Which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name: (List your D/B/A or fictitious name only if applicable.)
Type of Business Entity (check one): [XI Individual [] Sole Proprietorship [] Partnership [] Corporation [] Other
Business Commodity Offered (check one): [] Goods Only [] Services Only [] Goods and Services
Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number:
1. Please list below your Headquarters address information:
Address: 6805 Massachusetts DR.
City: Cantona State/Province: Florida
Zip/Postal Code: 33462 Country: USA
Main Phone Number: 561-373-2663
Contact Name: Michello Kirkon E-mail Address: Wirkon 85 @ bell South - Ne (E-mail Address may be used for Orders/Contracts)
Contact Phone Number: Alternate Phone Number:
Contact Fax Number: Alternate Fax Number:
2. Please list below your Payment Address/Accounts Receivable Department information address if necessary, or check here if Same as Headquarters: Address:
City: State/Province:
Zip/Postal Code: Country:
Main Phone Number:
Contact Name: E-mail Address:
Contact Phone Number: Alternate Phone Number:
Contact Fax Number: Alternate Fax Number:

3. Please list below your <u>Order Pro</u> address if necessary, or check l	ocessing Department information and attach additional nere if [_]/Same as Headquarters:
Address:	
City:	State/Province:
	Country:
Main Phone Number:	
Contact Name:	E-mail Address: (E-mail Address may be used for Orders/Contracts)
	Alternate Phone Number:
	Alternate Fax Number:
Contact Fax Number.	Alternate Fax Number.
4. List Company Officers or Princi are Related to Palm Beach Cour	pals Who Are Palm Beach County Employees or nty Employees:
Name: NA	Position/Title:
	_ Position/Title:
5. List Company Officials:	
Name:	Position/Title:
Name:	_ Position/Title:
Name:	_ Position/Title:
Minority-Owned Business, please	ertified as a Small Business Enterprise or a see visit www.pbcgov.com/osba and download contact the Palm Beach County Office of 561) 616-6840
7. Affix Authorized Signature of Co	ompany Officer or Principal (Required for Registration):
Print Name: Michile Kirkon	Title: Regional huguagen
Signature: Michelle Hi, Kulkon	Title: Regional hanger Date: April 23, 2009

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:	Michelle Handy	Kirkon	
	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:

		394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
S	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
		7	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
-		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
·		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter	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

		826.04 827.03	incest	acrevated child a	buse, or neglect of a ch	ild
		827.04	contributing t	o the delinquency	y or dependency of a chi	ild
	-	827.05 827.071		tment of children mance by a child		
	-	843.01		st with violence		
	Chapte		obscene litera			
		847.05(1)	encouraging of	or recruiting anoth	her to join a criminal ga	ng
	Chapte		drug abuse pr	evention and con	trol only if the offense	was a felony or if any other
			person involv	ed in the offense	was a minor	•
	Section	985.4045	sexual miscor	nduct in juvenile	justice programs	
Expl	anation: (Provide deta	ails of any items	initialed above. Atta	ch another sheet if	necessary.)	
<u>Desc</u>	ription		÷ (<u>Dates</u>	
	h'	IA				
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	<i>.</i>		1	1 1.4	INITIAL	. (20)
The	above statements are	true and comp	olete to the best of i	my knowledge.	INITIAL	[mHG]
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	guilty or nolo concharges under the jurisdiction. I a offenses.	ontendere (ne provisions	o contest), regards of the Florida at I do not have	rdless of the ac Statutes or unc	ged, found guilty or ljudication, to any or der any similar statu record that is simil	of the foregoing te of another
				OR		
	Disqualifying c	harges, acts gard to any	or offences and of the above cha	that the explai arges under the	tain one or more of to nation I have provide provisions of the F	ed is complete
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	Ap	plicant's Signa	ature		Da	ate