

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 16, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Independent Contractor Agreements received during the month of May.

- A) Building Up Sports Academy, Summer Camps, Various Locations. (BUILDUP1161460609524383B); and
- B) Elaine Williamson, Water Exercise Instructor, Therapeutic Recreation Complex. (WILL12372305095204A); and
- C) Valerie Bell, Crafts & Fun, West Jupiter Recreation Center. (BELL00820609524344F); and
- D) Valerie Bell, Crafts & Fun, West Jupiter Recreation Center. (BELL00820609524304C); and
- E) Michelle Kirkon, Literacy Enrichment, West Jupiter Recreation Center. (KIRKON1182340509P44215A).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. Countywide (AH)

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

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

Attachments: Independent Contractor Agreements (5)

Recommended by: _____

Eric Case
Department Director

Date

5/20/09

Approved by: _____

[Signature]
Assistant County Administrator

Date

6/4/09

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>30,497</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(38,120)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(7,623)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Department 580 Unit 5204/5303
 Object 3422/Revenue Source 4724 Program N/A

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

		FY2009	
	Contractor	Revenue	Expense
A	Building Up Sports Academy	\$35,150	\$26,363
B	Elaine Williamson	\$2,970	\$1,620
C	Valerie Bell	\$0	\$595
D	Valerie Bell	\$0	\$1,419
E	Michelle Kirkon	\$0	\$500
	Totals	\$38,120	\$30,497

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 6/2/09
 OFMB 8/5/09 05/26/09 CW 5/26/09

[Signature] 6/12/09
 Contract Development and Control

B. Legal Sufficiency:

Anne Welyand 6/3/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

contract



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

RECREATION SERVICES

ACCOUNT: 0001-580-5243-83-3422	VENDOR CODE: VC0000116146	CONTRACT:			
MC: <i>AB</i>	PS: <i>ofc</i>	FSS: <i>J</i>	CC: <i>TS</i>	CA: <i>J.P.J.</i>	DD: <i>(Signature)</i>

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

This Agreement is made as of the 27 day of April, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Building Up Sports Academy, 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. **Term:** The class, activity or service will begin on June 15, 2009 and will meet thereafter with the termination date of this agreement being August 1, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$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: Half day camps: fishing (3 weeks), flag football (2 weeks), and Dance/Cheerleading (2 weeks)
 - 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 10 and a maximum of 35 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

received
4/24/09
(Signature)

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

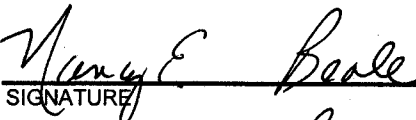
5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 5 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **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:
Adrienne Huisman PH: 561-966-7054
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. **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

Nancy E. Beale

 NAME (TYPE OR PRINT)

PALM BEACH COUNTY




 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR



 COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS




 SIGNATURE

Cliff Battles

 NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

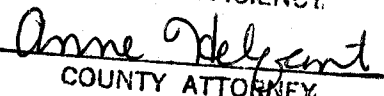


 SIGNATURE

David Aagaard,
President; Building Up Sports Academy Inc.

 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY.



 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 CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
4/7/2009

PRODUCER (800) 318-7709 FAX: (708) 636-3915 Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Building Up Sports Academy 2637 Exuma Road West Palm Beach FL 33406	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6992769	06/08/2009	06/08/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is also additional insured.

CERTIFICATE HOLDER Palm Beach County Board of Commissioners c/o Parks & Recreation Department 2700 6th Avenue South Lakeworth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Terri Tomasik/JAMIE
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PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

David Aagaal / Building Up Sports
 Name of Recreation Service Provider/Sports/Official

1. Which service(s) are you interested in providing? Specialty camps

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2008	Building Up Sports	David Aagaal

<u>Scope of Work</u>	<u>Contact #</u>
provided fishing camps	561-301-5248

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 2007	City of LPB	David Aagaal

<u>Scope of Work</u>	<u>Contact #</u>
Specialty sports camps	

(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>

<u>Scope of Work</u>	<u>Contact #</u>

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2008	CPR / First aid train	PBE school local

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) David Aagaard Sex M Race W

Date of Birth 7-23-75 Driver's License No. A263-163-75-263-0

Address 2637 Exuma Rd

City West Palm Beach State FL Zip 33406

I, David Aagaard, 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: [Handwritten Signature]

ENTERED
4/24/09





**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

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: Alex Gomez





**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) KEITH H. MOORE Sex M Race W

Date of Birth 7/20/66 Driver's License No. M 600-508-66-260-0

Address 121 MONTEREY WAY

City ROYAL PALM BEACH State FL Zip 33411

I, KEITH MOORE, 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. MOORE Date: 4/10/09

Signature: [Handwritten Signature]

ENTERED
4/24/09



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

David Aagaan
Please print complete name

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

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

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

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

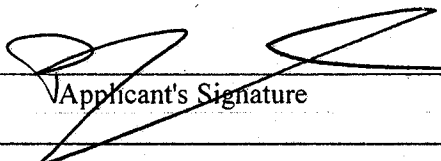
Description

Dates

The above statements are true and complete to the best of my knowledge.

INITIAL:

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.



Applicant's Signature

4-20-09

Date

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 statute of another jurisdiction.

Applicant's Signature

Date

**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:

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.

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

- | | |
|------------------------|---|
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| _____ 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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_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

The above statements are true and complete to the best of my knowledge.

INITIAL:

AS

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Alex J. Gomez

Applicant's Signature

4/10/09

Date

OR

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Applicant's Signature

Date

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT:

KEITH H. MOORE
Please print complete name

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Description

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Applicant's Signature

4/10/09

Date

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Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001440

DATE : 05/07/2009

CONTRACT INFORMATION
Active

WILL12372305095204 A

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
AMOUNT LEFT : 1,620.00 AMOUNT LEFT : 1,620.00

ASSIGNED CATEGORIES:

WATER EXERCISE 30.00 CLASS

RECREATION SERVICES					
ACCOUNT: 0001-580-5204-3422	VENDOR CODE: VC0000123723	CONTRACT:			
MC: <i>[Signature]</i>	PS:	FSS: <i>[Signature]</i>	CC: <i>[Signature]</i>	CA: <i>[Signature]</i>	DD: <i>[Signature]</i>

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

This Agreement is made as of the 16 day of May, 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) Water Exercise 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. **Term:** The class, activity or service will begin on May 4th, 2009 and will meet thereafter with the termination date of this agreement being September 30th, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$5.00 per class Revenue Account No. 0001-580-5204-4724-02
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 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 date.
 - b. The CONTRACTOR's fee shall be the sum of \$ 30.00 per class or _____% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Water Exercise/Elaine Williamson
 - b. Name of class or activity: Water Exercise
 - c. Day(s)/Date(s) Scheduled: Monday - Friday
 - d. Time Scheduled: Varies
 - e. Location: Therapeutic Recreation _Gleneagles Country Club Aquatic Center
 - f. A minimum of 6 and a maximum of 15 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.

received
4/22/09 *[Signature]*

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 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 Leisure Times and public service announcements.

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

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

Stacy Staebell

PH: 966-7021

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. (561) 585-2356 or (813) 508-6066

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.

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™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2009

PRODUCER Sports & Fitness Insurance Corporation Post Office Box 1967 Madison, MS 39130	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Elaine Williamson, 332 Puritan Road West Palm Beach, FL 33405	INSURER A: General Insurance Company of America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LPF-9617873	2/24/2009	2/24/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

TRAINERS

Certificate holder is named additional insured

CERTIFICATE HOLDER Board of County Commissioners 2728 Lake Worth Road Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 
--	--

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 Aggeragate
\$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

ELAINE WILLIAMSON

Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? WATER EXERCISE

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A)	WYCLIFF GOLF & COUNTRY CLUB	PENNY FERNANDEZ

<u>Scope of Work</u>	<u>Contact #</u>
WATER FITNESS CLASSES	PENNY FERNANDEZ

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B)		

<u>Scope of Work</u>	<u>Contact #</u>

(C) Dates Agency/Company Representative

Scope of Work Contact #

3. List any licenses/certification/education you have completed relevant to providing this service:

Dates License/certification/education Location/Instructor

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.

CPR and AED
 For First Aid Providers
 in the Community and Workplace


2005
 Science & Guidelines

Elaine Williamson
 Holder's Signature

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
 Adult CPR/AED, Child CPR/AED, Infant CPR

(Knowledge and skill not assessed if crossed out above)

American Safety & Health Institute
 an association of professional safety and health educators



ASHI APPROVED CERTIFICATION CARD
 CPR and Sports Medicine Services

Authorized Instructor (Print Name)
Elaine M. Williamson
 Holder's Signature

1130109 1130111
 Date Completed Renewal Date

888-388-9250 www.cprflorida.net
 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 ASHI 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.

Basic First Aid
 For First Aid Providers
 in the Community and Workplace


2005
 Science & Guidelines

Elaine Williamson
 Holder's Signature

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
 Pediatric First Aid, Adult First Aid, Universal First Aid

(Knowledge and skill not assessed if crossed out above)

American Safety & Health Institute
 an association of professional safety and health educators



ASHI APPROVED CERTIFICATION CARD
 CPR AND SPORTS MEDICINE SERVICES, LLC

Authorized Instructor (Print Name)
Elaine M. Williamson
 Holder's Signature

1130109 1130111
 Date Completed Renewal Date

888-388-9250 www.cprflorida.net
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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:
February 21, 2012

Certification #: 9786
John R. Spannuth
 USWFA President/CEO





**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) ELAINE MARGARET WILLIAMSON Sex F Race C

Date of Birth 03.12.52 Driver's License No. W452.213.52.592.0

Address 332 PURITAN RD.

City WEST PALM BEACH State FL. Zip 33405

I, ELAINE 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: Elaine M. Williamson

ENTERED
4/24/09



**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: ELAINE MARGARET WILLIAMSON
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:

- | | | |
|--------------------------|------------------|---|
| <input type="checkbox"/> | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
| <input type="checkbox"/> | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| <input type="checkbox"/> | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| <input type="checkbox"/> | 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 |
| <input type="checkbox"/> | 782.04 | murder |
| <input type="checkbox"/> | 782.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child |
| <input type="checkbox"/> | 782.071 | vehicular homicide |
| <input type="checkbox"/> | 782.09 | killing an unborn child by injury to the mother |
| <input type="checkbox"/> | 784.011 | assault, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.021 | aggravated assault |
| <input type="checkbox"/> | 784.03 | battery, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.045 | aggravated battery |
| <input type="checkbox"/> | 787.01 | kidnapping |
| <input type="checkbox"/> | 787.02 | false imprisonment |
| <input type="checkbox"/> | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| <input type="checkbox"/> | 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 |
| <input type="checkbox"/> | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| <input type="checkbox"/> | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| <input type="checkbox"/> | 794.011 | sexual battery |
| <input type="checkbox"/> | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| <input type="checkbox"/> | Chapter 796 | prostitution |
| <input type="checkbox"/> | Section 798.02 | lewd and lascivious behavior |
| <input type="checkbox"/> | Chapter 800 | lewdness and indecent exposure |
| <input type="checkbox"/> | Section 806.01 | arson |
| <input type="checkbox"/> | Chapter 812 | felony theft and/or robbery |
| <input type="checkbox"/> | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| <input type="checkbox"/> | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| <input type="checkbox"/> | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| <input type="checkbox"/> | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

WILLIAMSON, RANIE M. 04/15/09 Dates

The above statements are true and complete to the best of my knowledge.

INITIAL:

RW

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.

Ranie M. Williamson
Applicant's Signature

04.15.09.
Date

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 statute of another jurisdiction.

Applicant's Signature

Date

contract



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

RECREATION SERVICES					
ACCOUNT: 0001-580-5243-44-3422		VENDOR CODE: BELL0082		CONTRACT:	
MC: <i>dfc</i>	PS: <i>dfc</i>	FSS: <i>dfc</i>	CC: <i>dfc</i>	CA: <i>a.p.d.</i>	DD: <i>(initials)</i>

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

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Crafts and Fun 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. **Term:** The class, activity or service will begin on June 24, 2009 and will meet thereafter with the termination date of this agreement being July 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): _____ per Revenue Account No. N/A (This program is part of the overall Summer Camp tuition).
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 Five hundred ninety four and 54/100 Dollars (\$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 \$ _____ per class or _____ % of the paid enrollment fees for the class or activity. (see attached)
4. **Specific Details:**
 - a. Type of service/instructor: Valerie Bell
 - b. Name of class or activity: Crafts and Fun
 - c. Day(s)/Date(s) Scheduled: Wednesday, June 24th, July 8th, July 22nd, July 29th
 - d. Time Scheduled: 10:00 AM – 12:00 PM
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 15 and a maximum of 28 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.

received
4/23/09 *B*

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 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 Leisure Times and public service announcements.

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

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

Constonsa Alexander

PH: (561) 694-5433

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: Valerie Bell

CONTRACTOR'S Address: 310 S. E. 6th 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. **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.

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
Valerie@MissWoody.com

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

Crafts and Fun

Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? crafts

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) Sept 1999-2009	Whispering Pines Elem	Jane Walters

<u>Scope of Work</u>	<u>Contact #</u>
crafts	561-672-2700

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) Sept 1999-2009	Hammock Pointe Elem	Bonnie Welch

<u>Scope of Work</u>	<u>Contact #</u>
crafts	561-477-2231

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(c) Sept 2007-2009	Del Prado Elem	Lori Goldfinger

<u>Scope of Work</u>	<u>Contact #</u>
crafts	561-416-1641

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
1995	Child Development	Boca-Karen Maestres
2000	Woodworking-Crafts	Home Storage Brian O'Neill
1996	Basketry	Shelly Zacks
2001	Gourd Creations	Lena Braswell

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Valerie Bell Sex F Race W

Date of Birth 3-8-54 Driver's License No. B40087354588-0

Address 310 SE 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: Valerie Bell

ENTERED
4/23/09



**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
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:

- | | | |
|--------------------------|------------------|---|
| <input type="checkbox"/> | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
| <input type="checkbox"/> | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| <input type="checkbox"/> | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| <input type="checkbox"/> | 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 |
| <input type="checkbox"/> | 782.04 | murder |
| <input type="checkbox"/> | 782.07 | manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child |
| <input type="checkbox"/> | 782.071 | vehicular homicide |
| <input type="checkbox"/> | 782.09 | killing an unborn child by injury to the mother |
| <input type="checkbox"/> | 784.011 | assault, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.021 | aggravated assault |
| <input type="checkbox"/> | 784.03 | battery, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.045 | aggravated battery |
| <input type="checkbox"/> | 787.01 | kidnapping |
| <input type="checkbox"/> | 787.02 | false imprisonment |
| <input type="checkbox"/> | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| <input type="checkbox"/> | 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 |
| <input type="checkbox"/> | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| <input type="checkbox"/> | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| <input type="checkbox"/> | 794.011 | sexual battery |
| <input type="checkbox"/> | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| <input type="checkbox"/> | Chapter 796 | prostitution |
| <input type="checkbox"/> | Section 798.02 | lewd and lascivious behavior |
| <input type="checkbox"/> | Chapter 800 | lewdness and indecent exposure |
| <input type="checkbox"/> | Section 806.01 | arson |
| <input type="checkbox"/> | Chapter 812 | felony theft and/or robbery |
| <input type="checkbox"/> | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| <input type="checkbox"/> | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| <input type="checkbox"/> | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| <input type="checkbox"/> | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above statements are true and complete to the best of my knowledge.

INITIAL: VB

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.

Valerie Bell

 Applicant's Signature

4-8-09

 Date

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 statute of another jurisdiction.

 Applicant's Signature

 Date

contract



Palm Beach County
Parks and Recreation Dept.

DATE : 05/07/2009

Contract Tracking System 0000001438

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: 0001-580-5243-04-3422		VENDOR CODE: BELL0082		CONTRACT:	
MC: <i>dfc</i>	PS: <i>dfc</i>	FSS: <i>v</i>	CC: <i>IP</i>	CA: <i>2.94</i>	DD: <i>12</i>

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

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Crafts and Fun 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. **Term:** The class, activity or service will begin on June 24, 2009 and will meet thereafter with the termination date of this agreement being July 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): _____ per Revenue Account No. N/A (This program is part of the overall Summer Camp tuition).
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 One thousand four hundred eighteen and 70/100 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 Details:**
 - a. Type of service/instructor: Valerie Bell
 - b. Name of class or activity: Crafts and Fun
 - c. Day(s)/Date(s) Scheduled: Wednesday, June 24th, July 8th, July 22nd, July 29th
 - d. Time Scheduled: 1:00 PM – 3:00 PM
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 40 and a maximum of 84 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.

received
4/23/09

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.

8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 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 Leisure Times and public service announcements.

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

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

Constonsa Alexander

PH: (561) 694-5433

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: Valerie Bell

CONTRACTOR'S Address: 310 S. E. 6th 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. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

Constonsa Alexander
SIGNATURE

Constonsa Alexander
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Valerie Bell
SIGNATURE

Valerie Bell - Instructor
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
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
Valerie@MissWoody.com

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
Valerie@MissWoody.com

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

Crafts and Fun

Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? crafts

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>Sept 1999-2009</u>	<u>Whispering Pines Elem</u>	<u>Jane Walters</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>crafts</u>	<u>561-672-2700</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>Sept 1999-2009</u>	<u>Hammock Pointe Elem</u>	<u>Bonnie Welch</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>crafts</u>	<u>561-477-2231</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(c) Sept 2007-2009	Del Prado Elem	Lori Goldfinger

<u>Scope of Work</u>	<u>Contact #</u>
crafts	561-416-1641

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
1995	Child Development	Paca-Karen Maestrale
2000	Woodworking-Crafts	Home Storage Brian O'Neill
1996	Basketry	Shelly Zacks
2001	Gourd Creations	Lena Braswell

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Valerie Bell Sex F Race W

Date of Birth 3-8-54 Driver's License No. B40087354588-0

Address 310 SE 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: Valerie Bell

ENTERED
4/23/09



**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
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:

- | | | |
|--------------------------|------------------|---|
| <input type="checkbox"/> | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients |
| <input type="checkbox"/> | 394.4593 | relating to sexual misconduct with certain mental Health patients |
| <input type="checkbox"/> | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults |
| <input type="checkbox"/> | 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 |
| <input type="checkbox"/> | 782.04 | murder |
| <input type="checkbox"/> | 782.07 | manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child |
| <input type="checkbox"/> | 782.071 | vehicular homicide |
| <input type="checkbox"/> | 782.09 | killing an unborn child by injury to the mother |
| <input type="checkbox"/> | 784.011 | assault, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.021 | aggravated assault |
| <input type="checkbox"/> | 784.03 | battery, if the victim of offense was a minor |
| <input type="checkbox"/> | 784.045 | aggravated battery |
| <input type="checkbox"/> | 787.01 | kidnapping |
| <input type="checkbox"/> | 787.02 | false imprisonment |
| <input type="checkbox"/> | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| <input type="checkbox"/> | 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 |
| <input type="checkbox"/> | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| <input type="checkbox"/> | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| <input type="checkbox"/> | 794.011 | sexual battery |
| <input type="checkbox"/> | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| <input type="checkbox"/> | Chapter 796 | prostitution |
| <input type="checkbox"/> | Section 798.02 | lewd and lascivious behavior |
| <input type="checkbox"/> | Chapter 800 | lewdness and indecent exposure |
| <input type="checkbox"/> | Section 806.01 | arson |
| <input type="checkbox"/> | Chapter 812 | felony theft and/or robbery |
| <input type="checkbox"/> | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| <input type="checkbox"/> | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| <input type="checkbox"/> | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| <input type="checkbox"/> | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above statements are true and complete to the best of my knowledge.

INITIAL:

VB

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.

Valerie Bell
Applicant's Signature

4-8-09
Date

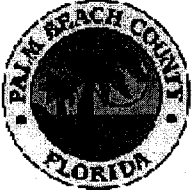
OR

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 statute of another jurisdiction.

Applicant's Signature

Date

contract



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					
ACCOUNT: 3600-581-P442-15-3422	VENDOR CODE: <u>VC118234</u>		CONTRACT:		
MC: <u>opc</u>	PS: <u>opc</u>	FSS: <u>✓</u>	CC: <u>13</u>	CA: <u>CAH</u>	DD: <u>(1)</u>

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

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

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Read A Recipe for Literacy 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. **Term:** The class, activity or service will begin on May 4, 2009 and will meet thereafter with the termination date of this agreement being June 5, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): _____ per Revenue Account No. N/A (Part of the overall After-School Program Tuition)
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 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. **Specific Details:**
 - a. Type of service/instructor: Literacy Enrichment
 - 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 25 and a maximum of 40 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.

received
4/24/09 B

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 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 Leisure Times and public service announcements.

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

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

Jennifer Cirillo

PH: 561-966-7051

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: Michelle Kirkon

CONTRACTOR'S Address: 6805 Massachusetts Dr. Lantana, FL 33462

CONTRACTOR'S Phone No. 561-963-5616

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. **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

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Eric Cell
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

Jennifer E. Cirillo
SIGNATURE

Jennifer E. Cirillo
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Michelle Kirkon
SIGNATURE

Michelle Kirkon - Regional Manager
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Nelson
COUNTY ATTORNEY

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

Michelle H. Kerlan
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Literacy / Reading

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>5/2007 - 9/2008</u>	<u>PBC Parks & Recreation</u>	<u>Adrienne Hussman</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Administrative duties</u>	<u>966-7054</u>
<u>Assist. and Activities</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). <u>Sept 2000 - Aug 2005</u>	<u>Family H.O.P.E.</u>	<u>Archie Smith</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Case management at-risk youth</u>	<u>941-748-6780</u>
<u>Evaluation Interview Coordinator</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C). Sept 1996 - Sept 2000	"I Have A Dream" Foundation	Deceased

<u>Scope of Work</u>	<u>Contact #</u>
drop out prevention plan - implement - organize program & activities volunteers meetings	

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
	Certified Parenting Trainer	

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Michelle H. Kirkon Sex F Race W

Date of Birth July 19, 1958 Driver's License No. FL-K625-548-58-759-0

Address 6805 Massachusetts Dr.

City Lantana State FL Zip 33462

I, Michelle Kirkon, 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, 2009

Signature: Michelle H. Kirkon





MAIL 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

New Registration Change of Information

Headquarters (Legal Name) of Company: Michelle Kirkon
(Must match name to 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):
 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: [REDACTED]

1. Please list below your Headquarters address information:

Address: 6805 Massachusetts Dr.

City: Lantana State/Province: Florida

Zip/Postal Code: 33462 Country: USA

Main Phone Number: 561-373-2663

Contact Name: Michelle Kirkon E-mail Address: kirkon85@bellsouth.net
(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 Order Processing Department information and attach additional 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: _____
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

4. List Company Officers or Principals Who Are Palm Beach County Employees or are Related to Palm Beach County Employees:

Name: N/A Position/Title: _____

Name: _____ Position/Title: _____

5. List Company Officials:

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit www.pbcgov.com/osba and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

7. Affix Authorized Signature of Company Officer or Principal (Required for Registration):

Print Name: Michelle Kirkon Title: Regional Manager

Signature: Michelle H. Kirkon 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:

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

_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

<u>Description</u>	<u>Dates</u>
N/A	

The above statements are true and complete to the best of my knowledge. INITIAL: RMHC

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.

Michelle H. Kinkon
Applicant's Signature

April 23, 2009
Date

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 statute of another jurisdiction.

Applicant's Signature

Date