

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 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 Agreement received during the month of July.

Julie Singleton, Swimming Instructor, Therapeutic Recreation Complex.
(SINGLE12466707095204A).

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 Agreement has 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 is now being submitted to the Board to receive and file. District 3 (AH)

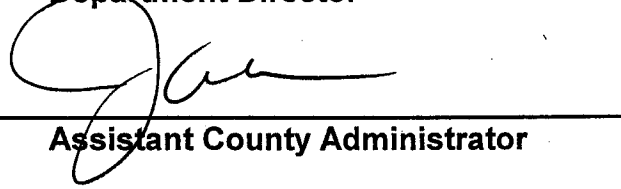
Background and Justification: A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the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

The Agreement attached has 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 is now being submitted to the Board to receive and file.

Attachment: Independent Contractor Agreement

Recommended by: 
Department Director

7/22/09
Date

Approved by: 
Assistant County Administrator

7/31/09
Date

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>1,485</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(3,375)</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>(1,890)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Contractor	Revenue	Expense
Julie Singleton	\$3,375	\$1,485

C. Departmental Fiscal Review: _____ ckopelakis

III. REVIEW COMMENTS

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

[Signature] 7/30/09
 OFMB 7/29/09 07/27/09 CN 7/24/09

[Signature] 7/30/09
 Contract Development and Control

B. Legal Sufficiency:

Anne Helgert 7/31/09
 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.

DATE : 07/13/2009

Contract Tracking System 0000001448

CONTRACT INFORMATION
Active

SINGLE12466707095204 A

Certificate of Insurance

NAME : SINGLETON, JULIE
VENDOR CODE: SINGLE124667
INSTRUCTOR: SWIMMING INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5204- -3422
LOCATION: THERAPEUTIC RECREATION COMPLEX
PROGRAM: SWIMMING

CONTRACT DATE : 07/10/2009
START DATE : 07/21/2009
END DATE : 09/25/2009

CONTRACT AMOUNT :	1,485.00	REVENUE AMOUNT:	3,375.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	1,485.00	AMOUNT LEFT :	3,375.00

ASSIGNED CATEGORIES:

SWIMMING LESSONS 7.50 CLASS

RECREATION SERVICES					
ACCOUNT: 0001-580- 5204 -3422	VENDOR CODE: VC0000124667		CONTRACT:		
MC: JFC	PS: JFC	FSS: J	CC: B	CA: CPH	DD: J

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

This Agreement is made as of the 10 day of July, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Julie Singleton, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Swimming Lesson 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 July 21st, 2009 and will meet thereafter with the termination date of this agreement being September 25th, 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): \$45.00 per Session 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 four hundred eighty five Dollars (\$1,485.00). 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 \$ 7.50 or _____% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Water Safety Instructor
 - b. Name of class or activity: Swimming Lessons
 - c. Day(s)/Date(s) Scheduled: Monday- Friday
 - d. Time Scheduled: Varies
 - e. Location: Gleneagles Country Club Aquatic Center
 - f. A minimum of 2 and a maximum of 4 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
7/16/09 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:

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: Julie Singleton

CONTRACTOR'S Address: 3509 E Road Loxahatchee, FL 33470

CONTRACTOR'S Phone No. (305) 205-9116

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.

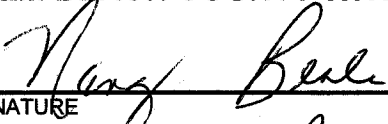
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

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

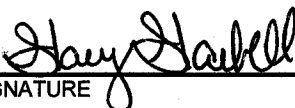
Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

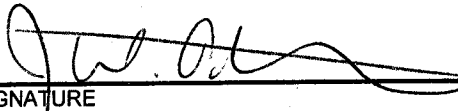
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS


SIGNATURE

Stacy Staebell
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR


SIGNATURE

Julie A. Singleton
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


COUNTY ATTORNEY

Scope of Services
Swim Lessons
Julie Singleton

Swimming Lessons will be conducted in accordance with the American Red Cross Water Safety Instruction Guidelines and be individualized based on an individual's swimming capabilities. The lessons will be conducted under the supervision of a 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: prone float, back float, shallow water bobs, prone position kick, back float kick, sculling, under water swimming, rhythmic breathing, front crawl, back stroke, and personal water safety.

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Julie A. Singleton
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Swimming lessons
AND Water Exercise Classes

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 1989-2009	MICHAEL-ANN RUSSELL Jewish Community Center	DALE HUGHES AQUATICS DIRECTOR

Scope of Work

DALE HUGHES
 Contact # (305) 932-4200
 X115

TEACHING Swimming to Infants through Adults - including
 CHILDREN AND ADULTS WITH SPECIAL NEEDS. TEACHING
 ARTHRITIS AND WATER WALKING CLASSES FOR ADULTS.
 COACHING SWIM TEAM AND WATER POLO. TEACHING
 RED CROSS LEARN TO SWIM LESSONS FOR SUMMER CAMP
 AND LEARN TO SWIM SCHOOL YEAR PROGRAMS.

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). 1979-1987	CITY OF NORTH MIAMI BEACH PARKS AND RECREATION	HARLIET ORR RECREATION DIRECTOR

Scope of Work

NMB, PARKS and REC.
 Contact # (305) 948-2926

TEACHING MOMMY AND ME INFANT CLASS AS WELL AS
 LEARN TO SWIM CLASSES. TEACHING AMERICAN RED
 CROSS GROUP LESSONS.

(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>
June 12, 2009	AMERICAN RED CROSS WATER SAFETY INSTRUCTOR	PALM BEACH CHAPTER - BELLE GLADE SETH BERKOWITZ Pioneer POOL
2009	AMERICAN RED CROSS SPECIAL NEEDS WATER SAFETY INSTRUCTOR	LAKE WORTH THERAPEUTIC RECREATION SECTION LINDA OLSON / INSTRUCTOR PBC RED CROSS / WAS FROM OHIO Jim Benson

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.



American Red Cross

Greater Palm Beach Area Chapter

www.redcross-pbc.org

825 Fern Street • P.O. Box 870

West Palm Beach, FL 33402-0870

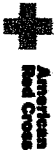
Fax (561) 833-8771 • Phone (561) 833-7711

Fax

DATE: <u>6/29/09</u>	RE: _____
TO: <u>Stacy Stabell</u>	FROM: <u>L. Olson</u>
FAX: _____	FAX: _____
PHONE: _____	PHONE: _____
	PAGES: _____



**HEALTH AND SAFETY SERVICES
INSTRUCTOR AUTHORIZATION**
Julie Singleton
is authorized as an instructor in
Water Safety (r.09)
by the
Greater Palm Beach Area Chapter
This authorization expires
December 31, 2010



INSTRUCTOR CERTIFICATE

Name Julie A. Singleton

HAS COMPLETED THE INSTRUCTOR COURSE IN

Name of Course Special Needs

AT TR Pod

Name of Facility or Organization Where Course Was Conducted LAKE WORTH, FL

City and State

Expiration Date 12/31/09

Signature of Instructor/Trainer [Signature]

INSTRUCTOR/ TRAINER COMPLETES THIS SECTION

Any alterations to this certificate other than those allowed by national policy make this certificate null and void.

INSTRUCTOR COURSE: Show completion and expiration dates below. The expiration date for courses completed January-September is the year of the second December 31 following the course completion date. For courses completed October-December, use the year of the third December 31 following the course completion date.

Course Completion Date 4/18/09 Date Certificate Expires December 31, 10

INSTRUCTOR REVIEW COURSE: Show the completion date only. Write the word "Review" on Expiration Date line in the upper left section of this form.

Review Course Completion Date _____

Unit in Which the Instructor Who Is "Reviewed" Is Currently Authorized _____

Current Certificate Expires December 31, _____

INSTRUCTOR CANDIDATE

MO. 12/18/09 (61)790183 (305)2059116

Date of Birth 3/20/61 Home Telephone No. E ROAD Business Telephone No. _____

Home Address LAKE WORTH, FL 33470

City, State, ZIP Code

Business Name _____

Business Address _____

City, State, ZIP Code _____

As an authorized American Red Cross Instructor, I agree to conduct courses in accordance with requirements and procedures established by the American Red Cross.

Signature of Instructor [Signature] Social Security No. _____

A copy of this record will be filed for five (5) years at the location noted below. (Your instructor trainer will provide this information.)

Instructor Trainer's Unit of Authorization Greater Toledo Area

Street Address 3105 W. Central

City, State, ZIP Code Toledo, OH 43606

Red Cross Unit Where Course Was Conducted (if different from above) Greater Palm Beach Area

Name of Instructor/Trainer (Print) Tom Bueson

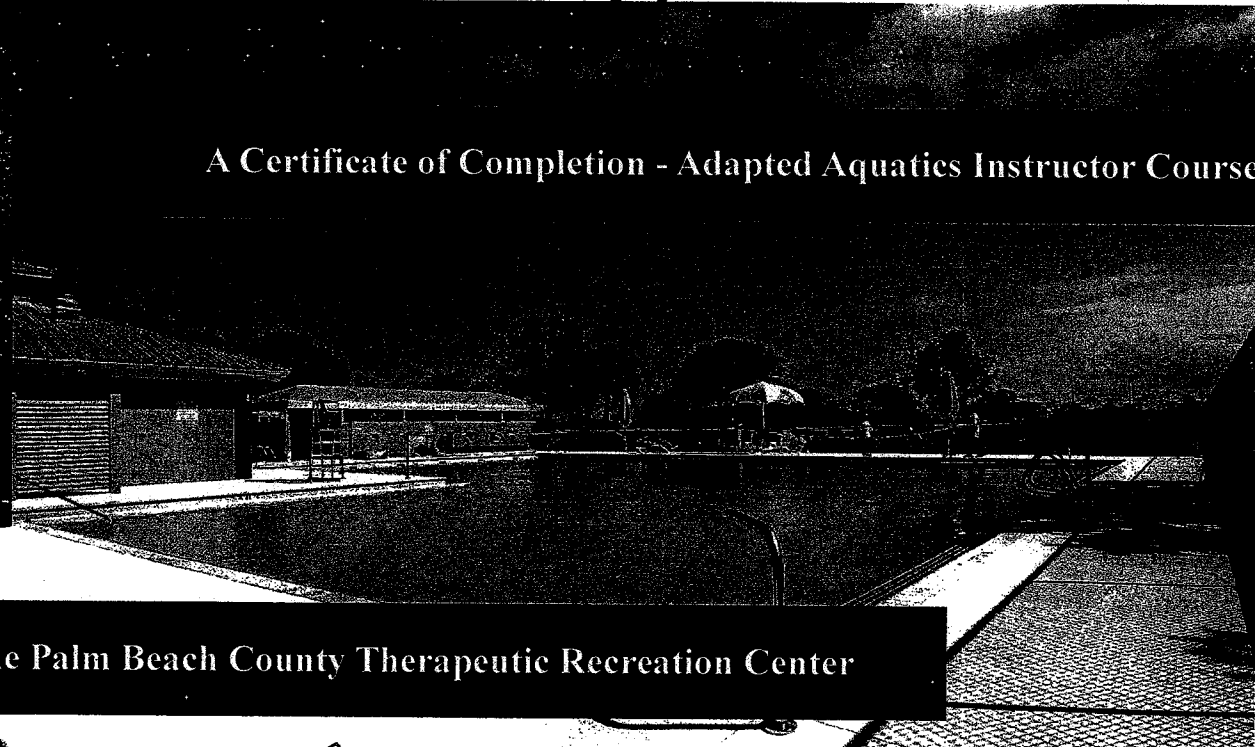
American Red Cross
Greater Palm Beach Area Chapter

presents to:

Julie Singleton



A Certificate of Completion - Adapted Aquatics Instructor Course



Conducted at the Palm Beach County Therapeutic Recreation Center



American Red Cross
Greater Palm Beach Area Chapter

Signature

Tom Ben

Date

4/18/09

Lucas County



Educational
Service Center

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
06-25-09 DOE

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866
(800) 622-7370
Email: instructor@sadlersports.com

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
SPORTS, LEISURE & ENTERTAINMENT RPG
JULIE A. SINGLETON
3509 E. ROAD
LOXAHATCHEE, FL 33470

COMPANIES AFFORDING COVERAGE

- COMPANY
LETTER **A** **NATIONWIDE MUTUAL INSURANCE COMPANY**
- COMPANY
LETTER **B**
- COMPANY
LETTER **C**

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

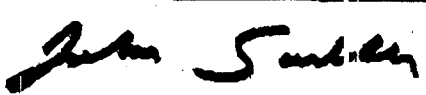
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMIT OF COVERAGE
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owners & Contractors Prot. <input type="checkbox"/>	RPG43465	12:01AM EST 06-25-2009	12:01 AM EST 06-25-2010	General Aggregate \$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				Products-Comp/Opri Aggregate \$1,000,000 Personal & Advertising Injury Each Occurrence \$1,000,000 Fire Damage (Any one fire) \$ 300,000 Medical Expenses (Any one person) \$ 5,000 Participant Legal Liability \$1,000,000 Combined Single Limit \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$

RE: Sports instruction conducted at locations at are NOT owned or operated by the instructor.
COVERED ACTIVITY: SWIMMING INSTRUCTOR
PROFESSIONAL LIABILITY \$1,000,000

The certificate holder is an additional insured under the General Liability but only with respect to liability arising out of the insured's operations. This insurance does not apply to the sole negligence of the additional insured.

CERTIFICATE HOLDER
Property Owner:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
C/O STACY STAEBELL
2728 LAEK WORTH ROAD
LAKE WORTH, FL 33461

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


SPORTS INSTRUCTOR



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Julie Ann Singleton Sex F Race W

Date of Birth 12-28-61 Driver's License No. S524-421-61-968-0

Address 3509 E ROAD

City LOKAWATCHEE State FL Zip 33470

I, Julie A. Singleton, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks
- Current and Former Addresses
- Social Security Number Verification

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

Print Name: Julie A. Singleton Date: 6/16/09

Signature: [Handwritten Signature]

ENTERED
7/6/09



**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: Julie Ann Singleton
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 |

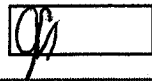
_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	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.)

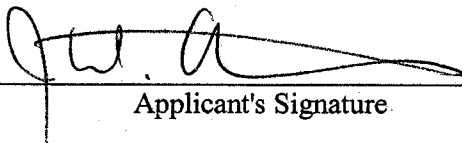
<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

6/16/09

 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