PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 6, 2009	Ţ.	X] Consent	[] Regular
_	,	Ī] Ordinance [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Teresa Krellner, Basketball Official, West Boynton Park & Recreation Center. (KREL1139180909525200D); and
- B) Teresa Krellner, Basketball Official, West Boynton Park & Recreation Center. (KREL1139181009525200E); and
- C) Palm Beach County Officials Association, Inc., Flag Football Referee, Westgate Park & Recreation Center. (PALM01680909523200E); and
- D) George Tillman, Flag Football Referee, Westgate Park & Recreation Center. (TILL1068000909523200B); and
- E) Michael Alford, Flag Football Referee, Westgate Park & Recreation Center. (ALFO1198020909523200D); and
- F) Caroline Andre, Cheerleading Coach, Westgate Park & Recreation Center. (ANDRE1162690909523200E); and
- G) Modern Bujutsu Karate Florida, Inc., Martial Arts, West Boynton Park & Recreation Center. (BUJUTSU1176331009525200C); and
- H) Shelly Janssen, Dance Instructor, West Boynton Park & Recreation Center. (JANS00041009525200L); and
- I) Caroline Andre, Cheerleading Coach, Westgate Park & Recreation Center. (ANDRE1162691009523200F).

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. <u>Districts 2 and 3</u> (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 (9)

Recommended by: _	Denie Telleman	9-15-09
	Department Director	Date / /
Approved by:	Jan	9/28/09
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 47,565 (70,476) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	(22,911)	-0-	0	0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0			·	
Is Item Included in Currer Budget Account No.:	Fund 000	<u>1</u> Departmen		5232/5252	
	Object 342	2 <u>2/</u> Revenue So	urce <u>4721/47</u>	<u>29</u> Program	<u>N/A</u>

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

C. Departmental Fiscal Review: _____ ckepulakis

	,	FY2009		FY2010	
	Contractor	Revenue	Expense	Revenue	Expense
Α	Teresa Krellner	\$3,450	\$1,404		
В	Teresa Krellner			\$5,750	\$2,340
С	Palm Beach County Officials Association, Inc	\$3,150	\$1,656		
D	George Tillman	\$638	\$210		
E	Michael Alford	\$638	\$210		
F	Caroline Andre	\$225	\$176		
G	Modern Bujutsu Karate Florida, Inc			\$27,143	\$19,000
Н	Shelly Janssen			\$37,143	\$26,000
Ī	Caroline Andre			\$440	\$225
	Totals	\$8,101	\$3,656	\$70,476	\$47,565

III. REVIEW	COMMENTS
A. OFMB Fiscal and/or Contract Developmen	nt and Control Comments:
OFMB (212109 Chulo9	Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

G:\NBeale\AGENDAS\10-06-09 R&F ICA.doc

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001468

DATE : 09/01/2009

CONTRACT INFORMATION Active

ANDRE1162691009523200F

NAME :

ANDRE, CAROLINE

VENDOR CODE:

ANDRE116269

INSTRUCTOR:

CHEERLEADING

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

CHEERLEADING

CONTRACT DATE :

08/31/2009

START DATE :

10/01/2009

END DATE :

11/22/2009

CONTRACT AMOUNT :

440.00 REVENUE AMOUNT:

225.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

440.00 AMOUNT LEFT:

225.00

ASSIGNED CATEGORIES:

CHEERLEADING

22.00 CLASS

	RECREAT	ION SERVICES	
ACCOUNT: 0001-580- 5232			\mathcal{A}
MC: OVEC PS:	OFF FSS:	CC: 1 CA: 0 5	74. DD: (M)
· •	13		

VINDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the <u>31</u> day of <u>Aug</u>, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Caroline Andre</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>October 1, 2009</u> and will meet thereafter with the termination date of this agreement being <u>November 22, 2009</u>.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Four Hundred Forty Dollars</u> (\$440.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$22.00 a class or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Cheerleading Coach.
- b. Name of class or activity: Youth & Teens Cheerleading Program.
- Day(s)/Date(s) Scheduled: <u>Practices (6): Practice days will vary. Games: (10/3, 10/10, 10/17, 10/24, 10/31, 11/7 and 11/14)</u>
- d. Time Scheduled: <u>11am 1pm.</u>
- e. Location: Westgate Park and Recreation Center
- f. A minimum of 10 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

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

Lee Powell PH: (561) 694-5455

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

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

and if sent to the CONTRACTOR shall be mailed to:
CONTRACTOR'S Name: Caroline Andre
CONTRACTOR'S Address: 4731 D Orleans Court
CONTRACTOR'S Phone No. <u>561-313-625</u> /

- 14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. <u>Availability of Funds</u>: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. 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 NAME (TYPE OF PRINT) Beale NAME (TYPE OF PRINT)	PALM BEACH COUNTY COUNTY DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
CONTRACTOR WITNESS Lu J. Prweu SIGNATURE Le B. Powell NAME (TYPE OR PRINT)	INDEPENDENT CONTRACTOR Carolina Andre NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY



Palm Beach County/Parks and Recreation Department Westgate Park and Recreation Center

Youth and Teen Arena Flag Football Cheerleading Coach

Expenditure Report

Length of League 10/1/09 – 11/14/09

Youth & Teens: Information based on a (4) league format.

- Regular Season: (7) weeks x (2) games weekly = (14) games
- Practices (6)
- (20) total hours per-league

Cheerleading Expenditure Report

Arena Flag Football game total expenditure: 20 hours x \$22.00 = \$440.00

Total: \$440.00

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

Date: August 5, 2009

Re: Cheerleading – Scope of Services

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

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will be held on Tuesdays from 6:00pm – 7:00pm and cheer time will be on Saturdays for two (2) hours during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played from September 8, 2009 thru November 14, 2009

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

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

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.

moomproteness m uns	arborogaro arono io Broans	as for anodeminionment of	
APPLICANT:	Caroline	Andre	
		Please print complete name	

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

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

Sections 415.111 relating to sexual misconduct with certain mental Health patients adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
, o o
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 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

	225 102				
	825.103		abled adults or elderly	persons, if the of	ffense was a felony
	_ 826.04	incest			
	827.03	child abuse, aggrav	vated child abuse, or ne	eglect of a child	
	827.04		delinquency or depend	lency of a child	•
	_ 827.05	negligent treatment			
	827.071	sexual performance			
	843.01	resisting arrest with	ı violence		
-	_ Chapter 847	obscene literature			
	_ Section 847.05(1)		ruiting another to join a		
	_ Chapter 893	drug abuse prevent	ion and control only if	the offense was	a felony or if any oth
		person involved in	the offense was a mind	or	
	_ Section 985.4045	sexual misconduct	in juvenile justice prog	grams	
olanation: (Pi	rovide details of any items	s initialed above. Attach ano	other sheet if necessary.)		
scription			<u>Dates</u>	· · ·	
					· · · · · · · · · · · · · · · · · · ·
				 	
		·			
e above state	ments are true and comp	plete to the best of my kn	owledge.	INITIAL:	ax.
		THE COLUMN TO SERVICE AND ADDRESS OF THE PROPERTY OF THE COLUMN TO SERVICE AND ADDRESS OF THE COLUMN TO SERVICE AND ADDRES	ENS SERVICE (V. T.	441/04/CH/14/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/04/CH/0	aartuurkeentoon oo e e aaalaan ko oo oo kaasaan ee aartuu taabaan oo ka oo
guilty or charges	nolo contendere (number the provisions ion. I also affirm the	firm that I have not be o contest), regardless s of the Florida Statut at I do not have a del	of the adjudication tes or under any sir	n, to any of th milar statute o	e foregoing f another
		<u>OI</u>	<u>3</u>		
Disqualitand true	fying charges, acts owith regard to any o	clare that my record ror offences and that the offences that the above charges that another jurisdiction.	he explanation I ha	ive provided is	s complete
	Applicant's Signa	iture		Date	
1					1

Scope of Service

*Description of the type of service you provide, and clients provided to.

SCOPE OF SERVICE

Shelly Janssen

Shelly Janssen will be providing dance instruction at the West Boynton Park and Recreation Center located at 6000 Northtree Blvd., Lake Worth, FL.

The program will be offered from October 1, 2009 through September 29, 2010 and will consist of tap, ballet and jazz instruction for students ages 3 and up.

A fee of \$68.00 is charged for eight-1hour classes and \$80.00 for eight 1 ½ hour classes. This fee applies to each eight week session. There will be four eight week sessions per program year.

Equipment used for the program will consist of a dance floor, ballet barres and a sound system.

Shelly Janssen

Dance Instructor

P.O. BOX 4200 WHEATON, IL 60189

(800) 745-2409 www.fdean.com

08/17/2009 15:02 561-355-1134

FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B

7798 Belmont Drive

Lake Worth, FL 33467

FOR SERVICE CALL:

CERT, #AP118941-00

SPORTS AND RECRECATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Shelly Janssen dba The Kids Dance Company

DATE (MM/DD/YY) 4/29/2009 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. COMPANIES AFFORDING COVERAGE RIVERPORT INSURANCE COMPANY COMPANY COMPANY B C COMPANY O

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
CO LTR	TYPE OF INSURANCE	POLICI NUMBER	DACKE (MINISCRITE)		GENERAL AGGREGATE	\$ 1,000,000.00
	GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 1,000,000.00
A	X COMMERCIAL GENERAL LIABILITY	WRD 180018	5/1/2009	5/1/2010	PERSONAL & ADV INJURY	\$ 1,000,000.00
1	CLAIMS MADE X OCCUR	WW, CD 100010	0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		EACH OCCURRENCE	\$ 1,000,000.00
	OWNER'S & CONTRACTOR'S PROT				FIRE DAMAGE (Any one fire)	\$ 300,000,00
	X INCLUDES ATHLETIC PARTICPANTS				MED EXP (Any one person)	\$ N/A
-	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	ANY AUTO ALL OWNED AUTOS				BODILY INJURY (Par parson)	\$
	SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per spoidont)	\$
	NON-OWNED AUTOS	·			PROPERTY DAMAGE	\$
					AUTO ONLY-EA ACCIDENT	\$
	GARAGE LIABILITY				OTHER THAN AUTO ONLY:	
	ANY AUTO	1			EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	UMBRELLA FORM	*			AGGREGATE	\$
1	OTHER THAN UMBRELLA FORM				WC STATU- OTH-	*
	WORKER'S COMPENSATION AND				TORY LIMITS ER	
1	EMPLOYERS' LIABILITY				EL EACH ACCIDENT	\$
i	THE PROPRIETOR/ INCL				EL DISEASE - FOLICY LIMIT EL DISEASE - EA EMPLOYEE	\$
	THE PROPRIETOR/ PARTNERB/EXECUTIVE OFFICERS ARE: INCL EXCL				EL DISEASE - EN EMPLOTEE	4
	OTHER		1			
1						\$350.00
	Total Certificate Premium:					
	,	l				
].						L

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Dance Activities

Shelly Janssen dba The Kids Dance Company 7798 Belmont Drive Lake Worth, FL 33467

CANCELLATION

CANCELLATION

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

Francis L. Dean

TO THE PROPERTY OF THE PROPERT ACORO 265 (799)

		AD	DITIONAL	INSURED	· · · · · · · · · · · · · · · · · · ·		(MM/DD/YY) /29/2009
AGENCY	PHONE	800-745-2409	APPLICANT (Fire	(Named Insured)	Phone (A/C, Ne	Ext):	
	FAX	630-665-7294	Shelly Janesen d	lba The Kids Dance	Januaria de	- Alexandria de la composición della composición	
	(A/C, No.);		7798 Belmont Dr		· · · · · · · · · · · · · · · · · · ·		ļ
1776 S.	, NAPERVILLE F OX 4200	SSOCIATES, INC. RD., BLDG. B	Lake Worth, FL 3	33467			
	TON, IL 60187		EFFECTIVE DATE	EXPIRATION DATE	CO/PLAN		
		1	5/1/2009	5/1/2010	·		,
CODE:	CUSTOMER ID	SUBCODE:	POLICY NUMBER:		J		
AGENCT	COSTOMENTO		ACCOUNT NUMBER				
INTEREST	RANK:		REFERENCE #;		CERTIFICATE REQUIRED		ITEM NUMBER
	ITIONAL INSURED	Palm Beach Commi		Worth Gymnasium		LOCATION:	BUILDING:
	S PAYEE	4200 Congress Ave	nue			SCHEDULED ITEM	·
	RTGAGE	Lake Worth, FL 334	61			OTHER	
	NHOLDER PLOYEE AS LESSOR	FOUR ANAIGN I F ANA	•				
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	SS PAYEE RTGAGE	BOOD NOITH HEE DO	district.			SCHEDULED ITEM	NUMBER:
	NHOLDER	Lake Worth, FL 334	67			OTHER	
	PLOYEE AS LESSOR						
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	DITIONAL INSURED					VEHICLE:	BOAT:
	RTGAGE					SCHEDULED ITEM	NUMBER!
	NHOLDER					OTHER	
EM	iployee as lessor	ITEM DESCRIPTION:					
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	enholder					OTHER	_,·
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لننا	OSS FAYER					VEHICLE:	BOAT:
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS

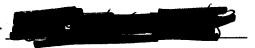
recitation betvice it ovides	r/Sports Official	FEI/Social Security Number
Vhich service(s) are you inte	rested in providing?	rce Instruction
ist prior work experience in		
<u>Dates</u> 4). 2002 To Present W	Agency/Company lest Bounton Park a	Representative and Recreation Tim Hen
cope of Work		Contact #
Povided Dance Ins	struction To	Jim Hennemar
Children Ages 3	yrs to 18 yrs old	Jin Hennemar (561) 355-1125
<u>Dates</u>	Agency/Company	<u>Representative</u>
·	City of Boynton L Ks and Recreati	
	Personal Control of the Control of 	

<u>Dates</u> C). [978-1987	Agency/Compar Donnás Dance	center	Representative Donna Southle
Scope of Work Provided Day To Children	rce Instruction Ages 3yrs to 18 g	1/3 63	<u>Contact #</u> Donnas South Woo 315) 252-3231
List any licenses/cert <u>Dates</u> 1988 TO 2009 Tuly August)	ification/education you have because of the second of the	ducation	Location/Instructor Donnás Vance Clim Various Choreograpo (Aubum, NY)
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<u>Dates</u> 1988 TO 2009 Tuly [August) <u>2604-July</u> 1993-1994 Jul 1980-June	License/certification/e Summer Donce Dance Educato y Toe Transine	ducation Seminar's fors of Americans Aorkshops	Location/Instructor Donnás Vance Cem Various Choreograpo CA NYC/ Yarious Orlando, Fr. Various Co Boston, MA Junce Various Choreo Charles Various Choreo Aurele Various Choreo Aurele Various Choreo Aurele Various Choreo Charles Choreo Control Choreo C
<u>Dates</u> 1988 TO 2009 Stuly I August) <u>2604 - July</u> 1993 - 1994 Jul 1980 - June 1976 - 1980 1965 to 1987	License/certification/e Summer Dance Dance Educate y Toe Tramaine Tuly-Aug. Clint Hamli Center for Bullet an Dance Instruction our employees related to anyo	ducation Seminar's ors of American Sorkshops in School of	Location/Instructor Donnás Vance Cem Various Choreograph CA NYC/ Yarious Orlando, Fr. Various Calle Various Syracuse My Delshi Donnas Dance Center



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number



Full Name (print) Shelly Marie, Janssen Sex F Race W
Date of Birth 8-6-62 Driver's License No. <u>J525-793-62-786-1</u>
Address 7798 Belmont Dr
city Lable Worth State FC zip 33467
I, Shally Johnson, 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: Shelly Janssen Date: 5/12/09
Signature: Stelle Janssen

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:	Shelly Janssen	
	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		lewd and lascivious behavior
	Chapter	800	lewdness and indecent exposure
	Section	806.01	arson
	Chapter	812	felony theft and/or robbery
			fraudulent sale of controlled substances, if the offense was a felony
		825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
***************************************			person or disabled adult
		825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if an person involved in the offense was a minor sexual misconduct in juvenile justice programs	y other
Explanation: (Pr	ovide details of any items i	initialed above. Attach another sheet if necessary.)	
Description		<u>Dates</u>	
			
By signi	ng this section, I affi	firm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another	
jurisdicti	ion. I also affirm tha	at I do not have a delinquency record that is similar to any of these assumptions $\frac{5/4/09}{}$	e
		<u>OR</u>	
Disquali and true	fying charges, acts of	clare that my record may contain one or more of the foregoing or offences and that the explanation I have provided is complete of the above charges under the provisions of the Florida Statutes of another jurisdiction.	r
	Applicant's Signa	ature Date	

ontract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001457

DATE: 08/26/2009

CONTRACT INFORMATION Active

JANS00041009525200L

Certificate of Insurance

NAME :

JANSSEN, SHELLY

VENDOR CODE:

JANS0004

INSTRUCTOR:

DANCE INSTRUCTOR

ACCOUNT NUMBER: 0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

DANCE PROGRAM

CONTRACT DATE :

08/18/2009

START DATE :

10/01/2009

END DATE :

10/01/2010

CONTRACT AMOUNT :

26,000.00 REVENUE AMOUNT:

37,143.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

26,000.00 AMOUNT LEFT :

37,143.00

ASSIGNED CATEGORIES:

DANCE INSTRUCTOR

0.70 Pct

RECREATION SE	RVICES
ACCOUNT: 0001-580- 5252 -3422	O CONTRACT:
MC: JAH PS: NOC FSS: NY CC:	CA: C.Od. DD:(V)

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **18** day of **Quas**, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Shelly Janssen</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>October 1, 2009</u> and will meet thereafter with the termination date of this agreement being <u>October 1, 2010</u>.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$68/45 minute to 60 minute classes and \$80/90 minute classes per student.</u> Revenue Account No. <u>0001-580-5252-4721-09</u>

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Twenty Six Thousand Dollars. (\$26,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$\(\) or \(\frac{70}{\} \)% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: <u>Dance Instructor</u>
- b. Name of class or activity: <u>Dance</u>
- c. Day(s)/Date(s) Scheduled: <u>Tuesday/Thursday/Saturday</u>
- d. Time Scheduled: Tues./Thurs. 2:45 8:00pm and Saturday 9:30am 1:00pm
- e. Location: West Boynton Park and Recreation Center
- f. A minimum of <u>8</u> and a maximum of <u>20</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with 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:
- 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 Newsletter and public service announcements.
- 10. <u>Exhibits</u>: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11.	County Representative:	The County Representative for this CONTRACT is:	
	Ellen Gilmer	PH: 561-355-1125	

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

Director of Special Facilities & Beaches
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: Shelly Janssen.

CONTRACTOR'S Address: 7798 Belmont Drive Lake Worth, FL 33467

CONTRACTOR'S Phone No. (561) 434 - 0242

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

- 15. <u>Availability of Funds</u>: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. <u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Mund Beile	Elle Coee
SIGNATURE	DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR
Nancy Deale	Volvely
NAMÉ (TYPE OR PRINT)	COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)
1	
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
\bigcap /	INDEPENDENT CONTRACTOR
SIGNATURE CONTRACTOR WITNESS SIGNATURE	SIGNATURE
Jui Henneman	Shelly paussen
SIGNATURE SIGNATURE	Shelly paussen

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

SCOPE OF SERVICE

Modern Bujutsu Karate Florida, Inc.

Mondern Bujutsu Karate Florida, Inc. will be providing Martial Arts instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, Florida.

Instruction will be provided to participants four years of age or older in accordance with the requirements set forth by the Modern Bujutsu Karate organization.

The program will be offered from October 2, 2009 through September 30, 2010. Classes are held on Wednesdays and Fridays from 6:00 to 9:00pm. A fee of \$75.00 per person (\$70.00 per additional family member) will be charged for sixteen-one and one-half hour classes per session. A session consists of eight weeks. There are five-eight week sessions per program year.

Equipment used in this program consists of a kicking bag, bow and sai.



PALM BEACH COUNTY

Attachment E Page 1 of 2

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Name of Recreation Service Provider/Sports Official FEI/Social Security Number	ber
. Which service(s) are you interested in providing? Teach Martial Arts	
At West Boywow Park & Recreation.	
List prior work experience in providing this service:	
<u>Dates</u> <u>Agency/Company</u> <u>Representative</u>	
(A). 9/98- Present TCMA Linda Wic	۷
	·
Scope of Work Contact #	
Tench martial Arts in A Comunity	£
recreation Conter to Adults And Kids. Und	ler
A Set Mantial Arts Program.	
Dates (B). O	
- 7/00 - Present West Bolwton UM	
Park & Recreation	
Scope of Work Contact #	
Teach martial Arts At Center to	
Adults of Children under A Set MANTIAL Arts	
Program	

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Work		Contact #
List any licenses/certification	on/education you have completed releva	ant to providing this service:
<u>Dates</u>	License/certification/education	Location/Instructor
06/97	1 Degree Back Belt	Shikan marty man
10/98	2 Nd Desree Black Belt	Shikan mants man
10/02	3 Rd Degree Black Belt	ShirhAN MARTY
10/04	Th Desree Black Belt	Shihan MARH
,		
Are you or any of your empand Recreation Departmen	oloyees related to anyone employed by tele	the Palm Beach County Parks
Yes 🗆 No		
If yes, give name and		
A/exander	CARdONA; Employe.	L AS CAI/ Park
Attendant O	1	



PALM BEACH COUNTY

Attachment E
Page 1 of 2

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Ay Name	relis Matos Cardona 157-86-3216 of Recreation Service Provider/Sports Official FEI/Social Security Number
l .	Which service(s) are you interested in providing? Teach Martial Arts at Boyton Reach Recreation
2.	List prior work experience in providing this service:
	Dates Agency/Company Representative (A): 9/98 Present TCMA Linda Wurich
	Scope of Work Teach Martial Arts in a Com: Becreation Center
	Teach Martial Arts in a com: Recreation Center to adults and children under a Set Martial Arts Program
	Dates Agency/Company Representative Present - West Boylon Jim
	Scope of Work Landa and Asset a Martial Art Drange of
	to adults and Children Under a Set Curiculum.

Scope of Work		Contact #
	ation/education you have completed releva	r r r r
<u>Dates</u>	License/certification/education	Location/Instructor
8/21/04	1 Degree Black Belt	Shihan Marty Panu
8/21/04	1 Degree Black Belt	Shihan Marty Manu
8/21/04	1 Degree Black Belt	Shihan Marty Manu
8/21/04	1 Degree Black Belt	Shihan Marty Manu
	mployees related to anyone employed by the	Shi han Marty Panu
	ent?	Shi han Morty Panu
and Recreation Departm Yes D If yes, give name a	ent? To and relationship.	
and Recreation Departm Yes D If yes, give name a	ent? Io	



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Arelis Matos Cardona Sex F Race
Date of Birth 3/25/67 Driver's License No. C635-013-67-605-0
Address 13551 Northomberland Circle.
city Wallington State FL zip 33414 1, Arelis M. Cardona, authorize and give consent for Palm Beach County to obtain
I, Arelis M. Cardona, 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: Arelis Matos Cardona Date: 4/22/09
Signature: Nelis Mato-Cardao



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Alexis CArdona Sexm Race His Pavic
Date of Birth 10/24/68 Driver's License No. <u>C635-000-68-384-0</u>
Address 13551 Northunberland Cir.
City Wellington State F1 Zip 33414
I, Alexis Cardona, 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: A/exis Cardowa Date: 4/22/09
Signature:

RODUCER Donald D. Prue 767 S. State Rd. 7, Suite 15 Margate, FL 33068 800-207-6603 Fax: 954-917-6892 www.ligomag.com email: mygroup@bellsouth.net ISURED Alexis Cardona Modern Bujutsu Karate Florida, ,Inc. 13551 Northumberland Circle Wellington, FL. 33414 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE LENDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. Martial Arts Insurance Program Martial Arts Insurance Program

THE POLICY LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE		Insurance Company	POLICY EFFECTIVE DATE	Term	LIMITS	
	GENERAL LIABILITY		Consent Linkility Cognies in State Specific			GENERAL AGGREGATE	\$2,000,000
x	x	COMMERCIAL GENERAL LIABILITY	General Liability Carrier is State Specific		-	PRODUCTS AGGREGATE	\$1,000,000
			Capitol Specialty Corporation Policy #CS218051 (AL, AK, CT, IN, KS, LA, ME, MA, NH, NJ, NV, NY,			PERSONAL & ADV. INJURY	\$1,000,000
	x	Athletic Participants Coverage	OH, OK, & WV)	, & WV) pany a member or Berkley e Group 80010		EACH OCCURRENCE	\$1,000,000
	×	Landlords Additional Insured	Riverport Insurance Company a member or Berkley Insurance Group			FIRE DAMAGE (Any One Fire)	\$100,000
	x	Includes Property Damage	WRD 180010 (All Other States)			Deductible	\$0
	Accident Medical Insurance					Total per Accident	\$100,000
x	x	Students & Staff	Accident Carrier State Specific (Berkley, Lloyds, American Sentinel/Aegis or QBE)	2/28/09	1Year	Deductible	\$250

Certificate Holders / Additional Insured's

Town of Palm Beach 340 Seaview Ave Palm Beach, FL. 33480 Township Comm. Assoc 2424 Lyons RD Coconut Creek , FL. 33063 3 PBC Board of Co. Commissioners 6000 Northtree BLVD Boynton Beach, FL. 33463

2

Locations

340 Seaview Ave. Palm Beach FL. 33480 2424 Lyons Road Coconut Creek FL. 33063

6000 Northtree BLVD. Boynton Beach. Fl. 33463

ANCELLATION - SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE OF THE POLICY, 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 WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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APPLICANT: Arelis Metos Cardona
Please print complete name

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

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

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

	826.04	incest				
	827.03	child abuse, aggravated	child abuse or ned	alect of a child	ý. Ý	
	827.04	contributing to the deli	rema douse, or neg	snow of a child		
	827.05	negligent treatment of o		sicy of a cillid		

	843.01	sexual performance by				
		resisting arrest with vio	lence			
	Chapter 847	obscene literature				
****	_ Section 847.05(1)	encouraging or recruitir	ng another to join a	criminal gang		
-	_ Chapter 893	drug abuse prevention a	and control only if t	he offense was	a felony or if any	y other
		person involved in the c	offense was a minor	7		
	_ Section 985.4045	sexual misconduct in ju	venile justice progr	ams		
Explanation: (Pr	ovide details of any items in	itialed above. Attach another:	sheet if necessary.)	÷		
Description						
Description			<u>Dates</u>			
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The above staten	nents are true and comple	te to the best of my knowled	døe.	INITIAL:	40	•
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guilty of i	noio contendere (no c	contest), regardless of the	he adjudication,	to any of the	e foregoing	İ
cnarges u	nder the provisions of	f the Florida Statutes or	r under any simi	lar statute of	f another	1
Jurisdiction	on I also affirm that	I do not have a delinqu	ency record that	is similar to	any of these	
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1	Applicant's Signa	ture		Date	· ·	.
		<u>OR</u>				
By signing	this section I declar	e that my record may o		6.1		
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Disquality	ing charges, acts or o	offences and that the ex	planation I have	provided is	complete	
and true w	rui regard to any of the	ne above charges under	the provisions	of the Florid	a Statutes or	
under any	similar stature of ano	ther jurisdiction	, ======		- 5 11111103 01	٠.
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	Applicant's Signature			Date		
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

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APPLICANT:	Alexis	CArdona	
		Please print complete name	

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		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
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		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
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		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
		794.011	school property
		794.011	sexual battery
	Chapter		prohibited acts of persons in familial or custodial authority (former) prostitution
	Section		lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		felony theft and/or robbery
	Sections	817 562	
***************************************		825.102	fraudulent sale of controlled substances, if the offense was a felony
		825.1025	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		023.1023	lewd or lascivious offenses committed upon or in the presence of an elderly
		825.103	person or disabled adult
***		022.102	exploitation of disabled adults or elderly persons, if the offense was a felony

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	incest child abuse, aggravated child al contributing to the delinquency negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting anoth drug abuse prevention and contr person involved in the offense v sexual misconduct in juvenile ju	or dependency of a child er to join a criminal gang ol only if the offense was was a minor	a felony or if any other
Explai	nation: (Provide details of any items in	itialed above. Attach another sheet if no	ecessary.)	
<u>Descri</u>	iption		<u>Dates</u>	
Γhe ab	ove statements are true and comple	te to the best of my knowledge.	INITIAL:	
g cl ju	uilty or noto contendere (no charges under the provisions of	n that I have not been charged contest), regardless of the adju f the Florida Statutes or under I do not have a delinquency re	dication, to any of the	f another
خ	Applicant's Signa	fure	4/22/09	
	ripphoant's Signa	.ture	Date	
		<u>OR</u>		
an	isqualitying charges, acts or o	re that my record may contain offences and that the explanatine above charges under the prother jurisdiction.	on I have provided is	complete
_	A 1			
	Applicant's Signature	•	Date	

- 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:

Kristofor Sewer	PH: 561-694-545
	1 1 1 2 2 1 2 2 1 2 3

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Michael Alford

CONTRACTOR'S Address: 7135 Via Abruzz. Lake Worth Florida 33467

CONTRACTOR'S Phone No. 561-472-4626 and 561-357-1297

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

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

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

PALM BEACH COUNTY WITNESS	
Mann Beale	PALM BEACH COUNTY
Moncy Deale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	
	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
01 1 0	INDEPENDENT CONTRACTOR
Kustolog Surel	and its Il
SIGNATURE	MI WIN
brich Con Con or	SIGNATURE
NAME (TYPE OR PRINT)	Mizhoel Alford Official
	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Owne Delgant
COUNTY ATTOMICS

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Kristofor Sewer – Recreation Specialist II

Date: August 5, 2009

Re: Referee – Scope of Services

Michael Alford

Michael will be officiating youth & teen's Arena Flag Football for ages 9-15 years old. Games will be played on Saturdays beginning September 12, 2009 through Saturday, November 14, 2009 11:30am – 4:30pm.

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



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

f Recreation Service Provid	er/Sports Official	
Which service(s) are you int	erested in providing? Football o	ff.zial
		*
List prior work experience i	n providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
A). Fall 2008 Spring 2009	Westgate Lec contis	Mr. Povell
Spring 2009	Westgate Rec center	Mr. Sower
Scope of Work		Contact #
official yorthand	teen arena flag Football	
officated youth and	teen arena flag Football teen booketball	
<u>Dates</u> B).	Agency/Company	<u>Representative</u>
<u>cope of Work</u>		_
		<u>Contact #</u>

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Work		Construct #
Scope of Work		Contact #
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List any licenses/certi	ification/education you have completed rele	evant to providing this ser
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Are you or any of you and Recreation Depart	License/certification/education or employees related to anyone employed by the remains the second s	Location/Instructor



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Michael Alford Sex in Race African
Date of Birth 1/04/19 Driver's License No. A4/6-541-79-009-0
Address 1135 Via Abrozzi
City Lake Worth State Florida Zip 33467
ا, <u>Michael Alford</u> , authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages of 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: Michael Alford Date: 8-04-09
Print Name: Michael Alford Date: 8-04-09 Signature: Mall f





PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

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APPLICANT:	Michael	Alford	
		Please print complete name	

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	04:	394.4593	relating to sexual misconduct with certain mental Health patients
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			assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
,			battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		500.04	family or household member
		782.04	murder
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
			aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
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		784.03	battery, if the victim of offense was a minor
	*	784.045	aggravated battery
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		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
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		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
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		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
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		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		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
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			827.05	negligent treatment of children
			827.071	sexual performance by a child
			843.01	resisting arrest with violence
		Chapter		obscene literature
			847.05(1)	encouraging or recruiting another to join a criminal gang
	·	Chapter	893	drug abuse prevention and control only if the offense was a felony or if any other
		a		person involved in the offense was a minor
	•	Section	985.4045	sexual misconduct in juvenile justice programs
xplanat	tion: (Pro	vide detai	ls of any items in	nitialed above. Attach another sheet if necessary.)
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	ercunturzan zanakorzajantea	***************************************	.uc and compte	ete to the best of my knowledge. INITIAL: M.A
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5				
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gui	ity Of H	MO COU	tendere (no c	contest), regardless of the adjudication, to any of the formation
Clia	nges un	uer ine	provisions o	of the Florida Statutes or under any similar statute of another
juri	sdiction	ı. I also	affirm that	I do not have a delinquency record that is similar to any of these
offe	enses.			a not have a definiquency record that is similar to any of these
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j	m/1	7/	1	
l	W//	NV		8-04-09
		App	olicant's Signa	ature
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				<u>OR</u>
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Disc	analifui	na ohor	ron, rucciai	are that my record may contain one or more of the foregoing
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unia	tiuc WI	ui regai	id to any of the	the above charges under the provisions of the Florida Statutas and
und	er any s	imilar s	stature of and	other jurisdiction.
		A 1: -	ontia Oi -	
		whbric	ant's Signature	Date
-				

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001454

DATE : 08/18/2009

CONTRACT INFORMATION Active

ANDRE1162690909523200E

NAME :

ANDRE, CAROLINE

VENDOR CODE:

ANDRE116269

INSTRUCTOR:

CHEERLEADING

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

CHEERLEADING

CONTRACT DATE :

08/18/2009

START DATE :

09/08/2009

END DATE :

09/30/2009

CONTRACT AMOUNT :

176.00 REVENUE AMOUNT:

225.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

176.00 AMOUNT LEFT :

225.00

ASSIGNED CATEGORIES:

CHEERLEADING

22.00 CLASS

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	KHIK-A	TION SERVICE			
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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **18** day of **2009**, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **Caroline Andre**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>September 8, 2009</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2009</u>.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Hundred Seventy Six Dollars (\$176.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$22.00 a class or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teen Arena Flag Football Cheerleading Coach.
- b. Name of class or activity: Youth & Teens Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: Practices (4): Practice days will vary. Games: (9/19, 9/26)
- d. Time Scheduled: 11am 1pm
- e. Location: Westgate Park and Recreation Center
- f. A minimum of 10 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

10.	Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTO and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	<u>County Representative:</u> The County Representative for this CONTRACT is:
	<u>Lee Powell</u> PH: <u>561-694-5455</u>
12.	Indemnification: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	Notices : All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
	Director of Recreation Services Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461
	and if sent to the CONTRACTOR shall be mailed to:
	CONTRACTOR'S Name: Caroline Andre
	CONTRACTOR'S Address: 4731 D O-leans Court
	CONTRACTOR'S Phone No. 561-313-625 /
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 of benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15.	<u>Availability of Funds</u> : The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16.	Arrears: The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further

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

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

warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of

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

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

this Agreement.

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
SIGNATURE Beile	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
-Nonsil Beale	
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
SIGNATURE & FORMER	Coule Ole
SIGNATURE	SIGNATURE
Lee B. Yowell NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)
•	TO STORE (THE OTT INITY)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman - Recreation Programs Coordinator

From: Lee Powell – Facility Manager I

Date: August 5, 2009

Re: Cheerleading – Scope of Services

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

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will be held on Tuesdays from 6:00pm – 7:00pm and cheer time will be on Saturdays for two (2) hours during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played from September 8, 2009 thru November 14, 2009

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



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Caroline Andre Sex F Race Black
Date of Birth 1/13/76 Driver's License No. A636-101765130
Address 4731 D Orleans Court -
City West Palm Beach State F1 Zip 33415
I, Caroline Andre , 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: Carolin André Date: 8/3/09.
Signature: Conline de le



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are you intere	sted in providing?	120 1.20
which service(s) are you intere	sted in providing:	reacting.
List prior work experience in p	roviding this service:	
<u>Dates</u>	Agency/Company	Representative
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Scope of Work		Contact #
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<u>Dates</u>	Agency/Company	<u>Representative</u>
(B). 2006 - Present	Volundar	
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Scope of Work		Contact #

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Scope of Work		Contact #				
List any licenses/certifi	cation/education you have completed re	evant to providing this serv				
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<u>Dates</u>	License/certification/education	Locuiton/Instructor				
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Carotine André

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:

Section	ons 393.135	relating to sexual misconduct with certain developmentally disabled clients
	394.4593	relating to sexual misconduct with certain mental Health patients
Section	ons 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
	. 52.67	aggravated manslaughter of a child
	782.071	vehicular homicide
	782.071	
*****	784.011	killing an unborn child by injury to the mother
***	784.011	assault, if the victim of offense was a minor
	784.03	aggravated assault
	784.045	battery, if the victim of offense was a minor
·	787.01	aggravated battery
 	787.01 787.02	kidnapping
		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)
Chap	ter 796	prostitution
Section	on 798.02	lewd and lascivious behavior
Chap	ter 800	lewdness and indecent exposure
Section	on 806.01	arson
Chap	ter 812	felony theft and/or robbery
Section	ons 817.563	fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
		person or disabled adult
		-

		825.103	exploitation of disabled adults or el-	derly persons if the of	ffanca was a falan.	
		826.04	incest	derry persons, if the of	iterise was a felony	
		827.03	child abuse, aggravated child abuse	or neglect of a child		
		827.04	contributing to the delinquency or d			
		827.05	negligent treatment of children	rependency of a cimid		
	- 1	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	n ioin a criminal gang		
		Chapter 893	drug abuse prevention and control of	only if the offense was	a felony or if any o	her
			person involved in the offense was		a relotly of it ally of	.IICI
		Section 985.4045	sexual misconduct in juvenile justic			
Expl	anation: (Prov	vide details of any items in	itialed above. Attach another sheet if neces	sary.)		
Desc	<u>cription</u>	See.		<u>Dates</u>		
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	By signing	this section. I affir	m that I have not been charged, f	found quilty or ente	ered a plea of	
			contest), regardless of the adjudic			
	charges ur	der the provisions of	of the Florida Statutes or under an	ny cimilar statute o	f another	
.	inrisdiction	n. I also affirm that	I do not have a delinquency reco	ard that is similar t	anomer	
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	By signing	this section. I decla	are that my record may contain o	ne or more of the t	foregoing	
	Disqualify	ing charges, acts or	offences and that the explanation	. I have anarided:	oregoing	
	and true w	ith record to any of	the character of the capitalian of	n i nave provided i	s complete	
	and nue W	ini regard to any of	the above charges under the prov	visions of the Flori	da Statutes or	
	under any	similar stature of an	other jurisdiction.			
		Applicant's Signatu	re	Doto		
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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001456

DATE : 08/24/2009

CONTRACT INFORMATION Active

BUJUTSU1176331009525200C

Certificate of Insurance

NAME :

MODERN BUJUTSU KARATE FLORIDA, INC.,

VENDOR CODE:

BUJUTSU117633

INSTRUCTOR:

MARTIAL ARTS

ACCOUNT NUMBER :

0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

MARTIAL ARTS

CONTRACT DATE :

08/12/2009

START DATE :

10/02/2009

END DATE :

09/30/2010

CONTRACT AMOUNT :

19,000.00 REVENUE AMOUNT:

27,143.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

19,000.00 AMOUNT LEFT :

27,143.00

ASSIGNED CATEGORIES:

MARTIAL ARTS

0.70 Pct

	RECREATION SERVICES
MC; MC	PS: AH ope FSS: AN CC: CA: A. DD:
Ap.	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreeme Palm Beach	nt is made as of the 12 day of 2009, by and between the Board of County Commissioners of County, Florida, hereinafter referred to as the "COUNTY" and Modern Bujutsu Karate Florida, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
WHERI with CONTRAC	EAS, the COUNTY desires to make available (a) (an) <u>Martial Arts</u> program, and desires to contract TOR to provide a specific service for that program; and
WHERI providing said p	EAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to rogram.
NOW T and CONTRAC	HEREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY TOR hereby agree as follows:
1. <u>Term</u> : The date of this	class, activity or service will begin on <u>October 2, 2009</u> and will meet thereafter with the termination agreement being <u>September 30, 2010</u> .
cnarges troi	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and m participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$75 per additional family members are \$70 Revenue Account No. 0001-580-5252-4721-09.
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 Nineteen Thousand Dollars (\$19,000.00). 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 \$ or70% of the paid enrollment fees for the class or activity.
4. Specific De	tails:
a.	Type of service/instructor: Instructor 35103
b.	Name of class or activity: Martial Arts
C.	Day(s)/Date(s) Scheduled: Wednesday and Friday / October 2, 2009 - September 29, 2010
d.	Time Scheduled: 6:00pm – 9:00pm
e.	Location: West Boynton Recreation Center
f.	A minimum of <u>5</u> and a maximum of <u>75</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. Independent Contractor Status: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
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- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. **Subcontracting**: The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

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- 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.
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- 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.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

Cameron Krellner PH: 561 355 1125	·	
	Cameron Krellner	PH: 561.355.1125

- 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:

Modern Bujutsu Karate Florida, Inc.

CONTRACTOR'S Address:

13551 North Umberland Circle Wellington, FL 33414 .

CONTRACTOR'S Phone No.

561.795.2804 or 632.2804

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. 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. <u>Severability:</u> If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 20. Entirety of Contractual Agreement: The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Many E. Beile	Danie Tellem
MANCY E Beale NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR MATERIAL	
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Jim Henneman	
SIGNATURE	ALOUATE TO THE PROPERTY OF THE
	SIGNATURE
JIM HENNEMAN	Alexis Cardona - Sensei
SIM HENNEMAN NAME (TYPE OR PRINT)	01

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Obligat

COUNTY ATTORNEY

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

Kristofor Sewer PH: (561) 694-5455

- 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 CONTRACT	OR SHOULD AND COMMY OF COMES, TOR
CONTRACTOR'S Name:	MUSS BLACK - President
CONTRACTOR'S Address:	1320 FIShers PLACE BREELACRES, FUZZICZ
CONTRACTOR'S Phone No.	561-684-2010

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

PALM BEACH COUNTY WITNESS	Guilee
SIGNATURE ON DOLL	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Nancy Beale	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
NAME (TYPE OR PRINT)	INDEPENDENT, CONTRACTOR
CONTRACTOR WITNESS	SIGNATURE WES NOT
SIGNATURE ATISTOFOT Sewer NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)
,	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

LWY DOLADI

PAGE 03

CERTIFICATE OF INSURANCE	DE 12/04/2008
PHOUUCEH American Specially Insurance & Risk Services, Inc. 142 North Main Street Roanche, Indiana 46789	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 POLICY BELOW.
INSURED National Association of Sports Officials (NASO) 2017 Lattrop Ave. Racine, WI 5340s	INSURERS AFFORDING COVERAGE INS. A: AX:S Insurance Company INS. B: St. Paul Fire & Marine Insurance Company INS. C:
PALM BEACH COUNTY OFFICIALS ASSOCIATION 320 FISHERS PLACE GREENACRES. FL 33413	
	CERT NUMBER: 1000724648

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

LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	FOLICY EXPIRATION	SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	· · · · · · · · · · · · · · · · · · ·
Α	GL	AXGL01100090-08	09/30/2008 12:01 a.m.	09/30/2009 12:01 a.m	General Aggiegate Products Completed Operations Aggregate Personal and Agvertising Injury Each Occurrence Damags to Premises Rented to You (Any One Premises) Medical Expense Limit (Any One Person)	2,000,000 2,000,000 1,000,000 1,000,000 100,000 Excluded
В	UMB	QK06501954	09/30/2008 1/2:01 a.m.	12:01 a,m.	General Accregate Products Completed Operations Aggregate Each Occurrence	2,000,000 2,000,000 2,000,000

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

Other Named Insured: NASO: Mamber associations that have paid the appropriate promitting and have been enforced to the pokey, but only white acting in their capacity as a NASO include officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage. The Umbrella policy contains a Sett Insured Relembin of \$10,000.

The Unbridle Policy Sulf Preced Retenuen applies only when Socily injury. Properly Demega, Plansmall righty or Advertising Injury are not covered by either any Scheduled Underlying Insurance or any scheduled retained limit, and caused by any one occurrence.

The Certificateholder is only an additional insured with respect to liability caused by the negligency of the Named Insured as per Form AX (\$1003-Additional insured - Certificateholders, offertive Reptember 30, 2000



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

CANCELLATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED

POLICIES BE CANCELED BEFORE THE

EXPIRATION DATE THEREOF, THE ISSUING

COMPANY WILL ENDEAVOR TO MAIL 30 DAYS

WRITTEN NOTICE TO THE CENTIFICATE

NOLDER, BUT FAILURE TO MAIL SUCH NOTICE

BHALL MPOSE ALL OBLIGATION OH LIABILITY

OF ANY KIND UPON THE COMPANY, ITS

AGENTS OP REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

and a xamia

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Kristofor Sewer – Recreation Specialist II

Date: August 5, 2009

Re: Referee – Scope of Services

Russ Black (Palm Beach County Official's Association)

Russ Black / (PBCOA) will be officiating Adult Flag Football beginning Wednesday, September 16, 2009, through Wednesday, June 9, 2010 7:00pm — 9:00pm.

Russ / (PBCOA) has refereed Adult Flag Football for Westgate Park & Recreation Center Since Fall 2007.

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001453

DATE : 08/18/2009

CONTRACT INFORMATION

TILL1068000909523200B

NAME :

TILLMAN, GEORGE

VENDOR CODE:

TILL106800

INSTRUCTOR:

YOUTH FLAG FOOTBALL

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

FLAG FOOTBALL

CONTRACT DATE :

08/18/2009

START DATE :

09/12/2009

END DATE :

09/30/2009

CONTRACT AMOUNT :

210.00 REVENUE AMOUNT:

637.50

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

210.00 AMOUNT LEFT :

637.50

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

17.50 GAME

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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **18** day of **Queg**, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **George Tillman**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth & Teen Arena Flag Football Referee program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>September 12, 2009</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2009</u>.
- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Two Hundred Ten Dollars</u> (\$210.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$17.50 per game or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teens Arena Flag Football Referee.
- b. Name of class or activity: Youth & Teens Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: Saturdays (9/12, 9/19, 9/26)
- d. Time Scheduled: <u>11:30am 4:30pm.</u>
- e. Location: Westgate Park and Recreation Center
- f. A minimum of 70 and a maximum of 100 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with __5_ day's notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

10. Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof. 11. County Representative: The County Representative for this CONTRACT is: Kristofor Sewer PH: <u>561-694-5455</u> 12. Indemnification: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement. 13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to: **Director of Recreation Services** Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461 and if sent to the CONTRACTOR shall be mailed to: CONTRACTOR'S Name:_ CONTRACTOR'S Address: CONTRACTOR'S Phone No. 14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR. 15. Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners. 16. Arrears: The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement. 17. 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).

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

PALM BEACH COUNTY WITNESS	
Mand Bales	PALM BEACH COUNTY
NAME (TYPE OF PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
TYME (TIPE ON FRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	
Winter Surer	INDEPENDENT CONTRACTOR
SIGNATURE	George Tillny
hristofor Sewer	SIGNATURE
NAME (TYPE OR PRINT)	Fo George Tillan Refere

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Kristofor Sewer - Recreation Specialist II

Date: August 5, 2009

Re: Referee – Scope of Services

George Tillman

George Tillman will be officiating youth & teen's Arena Flag Football for ages 9-15 years old. Games will be played on Saturdays beginning September 12, 2009 through Saturday, November 22, 2009 11:30am – 4:30pm.

George Tillman has officiated for Westgate Recreation Center youth and teen basketball and football games in the Fall of 2006 and the Spring of 2007.



Palm Beach County/Parks and Recreation Department Westgate Park and Recreation Center

Youth and Teen Arena Flag Football

Expenditure Report

Length of League 9/12/09 – 9/26/09

Youth: Information based on a (6) league format.

- Regular Season: (3) games a week x (2) weeks = 6 games
- Scrimmages on 9/12/09: (1) games
- (7) total games per-league

Teen: Information based on a (4) league format.

- Regular Season: (2) games a week x (2) weeks = 4 games
- Scrimmage on 9/12/09: (1) games
- (5) total games per-league

Officials Report

Basketball game total expenditure: 12 games x \$17.50 = \$210.00

Total: \$210.00



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

		RUCTURS & SPURT	SOFFICIALS
Sof Recreation Se	Tilmen Official ervice Provider Sports Office Sports Offic	esting Flog for	othere)
Which service(s	s) are you interested in pro	oviding? Officials	ng Flog Footh
List prior work	experience in providing th	nis service:	
Dates (A).	Agence Fall yout	Westoda Roc Cull, h and Leen	Representative Lee Powell
Scope of Work Official	eting your	hand teer	Contact # orena flag for
<u>Dates</u> (B).	Agency	² /Company	<u>Representative</u>
Scope of Work			Contact #

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of	<u>Work</u>	Contact #
		999 Spring Activities (Anny Marie Control of
List any licenses	certification/education you have completed rele	vant to providing this serv
<u>Dates</u>	License/certification/education	Location/Instructor
Are you or any o	f your employees related to anyone employed by Department?	the Palm Beach County I
Are you or any o and Recreation I	f your employees related to anyone employed by Department?	the Palm Beach County F
Yes ئ	Separtment?	the Palm Beach County F



Contractor Background Screening Consent/Release Form

Full Name (print) Geof Ge Tilman Sex M Race BL.

Date of Birth 12-27-59 Driver's License No. 1455-305-59-467-D

Address 5130 Foxhall DC. N

City West Palm Beach State Fl. Zip 33417

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

Applicant's Social Security Number

- 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: George Till May Date: 8-4-09
Signature: Lillman



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:	George	TillMan	/
	Rlease print con	nplete 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.

relating to savual misconduct with certain developmentally disabled clients

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

Sections 303 135

	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
		702.07	
		792.071	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chanter	800	lewdness and indecent exposure
· 	Section	806.01	•
	Chapter Section Chapter Sections	Q10.01	arson
	Sections	017 567	felony theft and/or robbery
	Sections	017.303	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 on	aldonforman and Ed.	· · · · · · · · · · · · · · · · · · ·
	826.04	exploitation of disabled adults or incest	elderly persons, if the of	tense was a felony
	827.03	child abuse, aggravated child abu	na ar naolaít af a abilit	
	827.04	contributing to the delinquency or	se, or neglect of a child	
	827.05	negligent treatment of children	dependency of a citild	
	827.071	sexual performance by a child		
	843.01	resisting arrest with violence		
	Chapter 847	obscene literature		
	Section 847.05(1)		Am dadas a codo de la	
	Chapter 893	encouraging or recruiting another	to join a criminal gang	
		drug abuse prevention and control person involved in the offense was	only if the offense was	a felony or if any oth
	_ Section 985.4045	sexual misconduct in juvenile just	s a munor	
xplanation: (P.	rovide details of any items	initialed above. Attach another sheet if neces	essary.)	
escription	£=	.	<u>Dates</u>	
				
				`
e above stater	ments are true and compl	ete to the best of my knowledge.	INITIAL:	GIT
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		1		
By signir	ng this section. I affi	rm that I have not been charged,	found on its	1 1 6
guilty or	nolo contendere (no	contest) regardless of the addition	ioulia guilty or enter	ed a plea of
charges	inder the provisions	contest), regardless of the adjudi	cation, to any of the	foregoing
inniges	ander the provisions	of the Florida Statutes or under a	ny similar statute of	another
Jungancu	on. I also affirm that	t I do not have a delinquency reco	ord that is similar to	any of these
offenses.				
$ \Lambda l \rangle$		- The state of the		
1 Ha	81 Q O	T: OO	1 1 0 1	^
197		allnen _ 8	-4-0	7
	Applicant's Sign	lature	Date	
	*			
		<u>OR</u>		
By signin	g this section. I decla	are that my record may contain o	no or more + £41 C.	
Disqualif	Ving charges acts or	offences and that the explanation	ne of more of the for	regoing
and true v	with regard to any of	the character at the explanation	i I have provided is	complete
under env	vidi legald to ally of	the above charges under the proventher invitation	isions of the Florida	Statutes or
under any	similar stature of an	otner jurisdiction.		
	Applicant's Signatu	re	D-4-	
	Applicant's Signatu	re	Date	

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001452

DATE : 08/18/2009

CONTRACT INFORMATION Active

ALFO1198020909523200D

NAME :

ALFORD, MICHAEL

VENDOR CODE:

ALF0119802

INSTRUCTOR:

YOUTH FLAG FOOTBALL

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

FLAG FOOTBALL

CONTRACT DATE :

08/18/2009

START DATE :

09/12/2009

END DATE :

09/30/2009

CONTRACT AMOUNT :

210.00 REVENUE AMOUNT:

637.50

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

210.00 AMOUNT LEFT :

637.50

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

17.50 GAME

	RECREATION SERVICES	
ACCOUNT: 0001-580-5232-3422	VENDOR CODE: ALFO119802 CONTRACT: ALFOII	98020909533200L
MC: OFC PS: OFC	FSS: Y CC: / CA:	DD: W

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **18** day of **100**, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and **Michael Alford**, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Youth & Teen Arena Flag Football Referee program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>September 12, 2009</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2009</u>.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$15.00</u> per participant, Revenue Account No. <u>0001-580-5232-4721-09</u>.

3. Payments to Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Two Hundred Ten Dollars (\$210.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$17.50 per game or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teen Arena Flag Football Referee.
- b. Name of class or activity: Youth & Teen Arena Flag Football League.
- c. Day(s)/Date(s) Scheduled: Saturdays (9/12, 9/19, 9/26)
- d. Time Scheduled: <u>11:30am 4:30pm.</u>
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>70</u> and a maximum of <u>100</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 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_ day's notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

ontract



Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001450

DATE : 08/14/2009

CONTRACT INFORMATION Active

KREL1139180909525200D

NAME :

KRELLNER, TERESA

VENDOR CODE:

KREL113918

INSTRUCTOR:

BASKETBALL OFFICIAL

ACCOUNT NUMBER :

0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

YOUTH BASKETBAL

CONTRACT DATE :

08/13/2009

START DATE :

09/05/2009

END DATE :

09/27/2009

CONTRACT AMOUNT :

1,404.00 REVENUE AMOUNT:

3,450.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,404.00 AMOUNT LEFT:

3,450.00

ASSIGNED CATEGORIES:

BASKETBALL OFFICIAL

468.00 DAY

	RECREATION SE	RVICES	
ACCOUNT: 0001-586-5252-3422	VENDOR CODE: VC0000113918	O CONTRACT:	\mathbf{a}
MC: MP PS: AFC	FSS: (Y CC: /	(A: a,A).	DD:(W/
1			

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 12 day of 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Teresa Krellner, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>September 5, 2009</u> and will meet thereafter with the termination date of this agreement being <u>September 27, 2009</u>
- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$80.00 per participant</u>. Revenue Account No. <u>0001-580- 5252-4721-09</u>

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Thousand Four Hundred and Four Dollars (\$1,404.00). 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 \$\frac{468.00/day}{200} or _____% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: <u>Basketball Official</u>
- b. Name of class or activity: Youth Basketball League
- c. Day(s)/Date(s) Scheduled: Saturdays September 5, 2009 thru September 26, 2009
- d. Time Scheduled: <u>9:00am 6:00pm</u>
- e. Location: West Boynton Park And Recreation Center
- f. A minimum of <u>90</u> and a maximum of <u>140</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Teresa Krellner.

CONTRACTOR'S Address: 14805 Stirrup Lane Wellington, Florida 33414.

CONTRACTOR'S Phone No: 561-793-3830.

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY Linking Linking
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	SIGNATURE SIGNATURE
SIGNATURE Parson	Teresa Krellner NAME & TITLE (TYPE OR PRINT)
NAME (TYPE OR PRINT)	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTOGNEY

SCOPE OF SERVICE

Teresa Krellner

Mrs. Krellner will be providing her services as a basketball official for the West Boynton Recreation Center Youth Basketball League.

Mrs. Krellner will be officiating, using rules governed by the Florida High School Athletic Association and all supplemental rules related to the West Boynton Youth Basketball League.

Games will be played on Saturdays from September 5 to September 26, 2009. Game times will range from 9:00am to 6:00pm. A fee for services provided will be \$468.00 per day.



PALM BEACH COUNTY

Attachment E Page 1 of 2

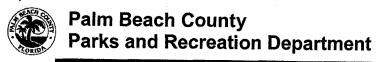
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	Provider/Sports Official	FEI/Social Security Number
Which service(s) are	you interested in providing? <u>Bask</u>	etball Referee/A
ist prior work exper	ience in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
a). 2007-2008	PBC-West Boynton Rec Ct	Garrett
1999-Present	Unlage of Wellington	Bruce Delaney
1003- Present	East-wast B-ball officials A	ssoc mark Delatley
cope of Work		Contact #
Basketball c	fficial .	
11	l,	791-4729
Figh School B	-ball Official	866-6633
		The state of the s
<u>Dates</u>	Agency/Company	Representative
3).		· · · · · · · · · · · · · · · · · · ·
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		• • • • • • • • • • • • • • • • • • • •
cope of Work		Contact #

(C).	Agency/Company	<u>Representative</u>
(0).		

Scope of Work		Contact #
and a state of the		
List any licenses/certific	cation/education you have completed rele	evant to providing this serv
<u>Dates</u>	License/certification/education	Location/Instructor
2008	FASAA Field Clmic	WPB
2008	misc camps	Florida
•		
Are you or any of your e and Recreation Departm	employees related to anyone employed by nent?	the Palm Beach County P
Are you or any of your eand Recreation Departm	nent?	the Palm Beach County P
and Recreation Departm	nent? No	
Yes If yes, give name	nent? No	



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number 410-90-2332
Full Name (print) Teresa A. Kreliner Sex F Race White
Date of Birth 3-23-57 Driver's License No
Address 14805 Stirrup Lane
City Wellington State PL Zip 33414
 I, TEYESA KYEINET, 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 writin 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 fre and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages o 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: Teresa A. Krellner Date: 4-28-09
Signature: Junesa A. Korlegna



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:	Teresa Kreliner	
	Please print complete name	

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

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

	393.135 394.4593 415.111	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
Sections	741.30	adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	killing an unborn child by injury to the mother
	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		lewdness and indecent exposure
Section		arson
 Chapter	812	felony theft and/or robbery
 Sections	817.563	fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

Se	826.04 827.03 827.04 827.05 827.071 843.01 napter 847 ction 847.05(1)	incest child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a criminal gang	
	ction 985.4045	drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor sexual misconduct in juvenile justice programs	other
Explanation: (Provide	details of any items ini	tialed above. Attach another sheet if necessary.)	
Description		<u>Dates</u>	
The above statements	are true and complete	e to the best of my knowledge. INITIAL:	Market Market Spring
charges under	the provisions of	on that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing the Florida Statutes or under any similar statute of another do not have a delinquency record that is similar to any of these	
Jees.	a Kull	ner 4/2\$/09	
	Applicant's Signati	ure Date	
		<u>OR</u>	
	s section, I declare	e that my record may contain one or more of the foregoing	
and true with re	marges, acts or or	rences and that the explanation I have provided is complete above charges under the provisions of the Elevide State	
and true with re	egard to any of the	rences and that the explanation I have provided is complete above charges under the provisions of the Elevide State	

contract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001451

DATE : 08/14/2009

CONTRACT INFORMATION Active

KREL1139181009525200E

NAME :

KRELLNER, TERESA

VENDOR CODE:

KREL113918

INSTRUCTOR:

BASKETBALL OFFICIAL

ACCOUNT NUMBER: 0001-580-5252-00-3422

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

YOUTH BASKETBAL

CONTRACT DATE :

08/13/2009

START DATE :

10/03/2009

END DATE :

11/01/2009

CONTRACT AMOUNT :

2,340.00 REVENUE AMOUNT:

5,750.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

2,340.00 AMOUNT LEFT :

5,750.00

ASSIGNED CATEGORIES:

BASKETBALL OFFICIAL

468.00 DAY

- <i>2 a</i>	
	RECREATION SERVICES
ACCOUNT: 0001-5	
MC: W	PS: Rec FSS: NY CC: CA:O.OH DD: W
	INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
This Agreemer P	nt is made as of the 13 day of 2009, by and between the Board of County Commissioners of alm Beach County, Florida, hereinafter referred to as the "COUNTY" and Teresa Krellner, an Independent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
	EAS, the COUNTY desires to make available (a) (an) Youth Basketball program, and desires to DNTRACTOR to provide a specific service for that program; and
WHERI providing said p	EAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to program.
	HEREFORE , in consideration of the mutual covenants and promises contained herein, the COUNTY TOR hereby agree as follows:
	class, activity or service will begin on <u>October 3, 2009</u> and will meet thereafter with tion date of this agreement being <u>November 1, 2009</u> .
charges fro	Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and m participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$80.00 per Revenue Account No. 0001-580-5252-4721-09
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 Two Thousand Three Hundred and Forty Dollars (\$2,340.00). 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 \$\(\frac{468.00/day}{\}\) or% of the paid enrollment fees for the class or activity.
4. Specific De	etails:
a.	Type of service/instructor: Basketball Official School Basketball Official
b.	Name of class or activity: Youth Basketball League
C.	Day(s)/Date(s) Scheduled: Saturdays October 3, 2009 thru October 31, 2009
d.	Time Scheduled: 9:00am – 6:00pm

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

A minimum of <u>90</u> and a maximum of <u>140</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity

Location: West Boynton Park And Recreation Center

e.

f.

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

9. Performance:

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

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

Garrett Pearson	PH: 561-355-1125

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Teresa Krellner.

CONTRACTOR'S Address: 14805 Stirrup Lane Wellington, Florida 33414.

CONTRACTOR'S Phone No: 561-793-3830.

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY Minim Julium
SIGNATURE) NAME (TYPE OR PRINT) ROLL RO	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR SIGNATURE
SIGNATURE DATTEL PEOFLON NAME (TYPE OR PRINT)	TENESON KY E I INEV NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FURM AND
LEGAL SUFFICIENCY
COUNTY, ATTOM

SCOPE OF SERVICE

Teresa Krellner

Mrs. Krellner will be providing her services as a basketball official for the West Boynton Recreation Center Youth Basketball League.

Mrs. Krellner will be officiating, using rules governed by the Florida High School Athletic Association and all supplemental rules related to the West Boynton Youth Basketball League.

Games will be played on Saturdays from October 3 to October 31, 2009. Game times will range from 9:00am to 6:00pm. A fee for services provided will be \$468.00 per day.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

Attachment E Page 1 of 2

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

e of Recreation Serv	ice Provider/Sports Official	FEI/Social Security Number
Which service(s) a	are you interested in providing? <u>Baske</u>	tball Referee/A
•		
List prior work ex	perience in providing this service:	
<u>Dates</u>	Agency/Company	Representative
(A). 2007-2008	PBC-West Boynton Rec Ctr	Garrett
11999- Present	- Umage of Wellington	Bruce Delaney
2003-Present	- East-wast B-ball officials Ass	soc mark Delalley
Scope of Work		Contact #
Basketball	official	
1. 10	(,	791-4729
High School	B-ball Official	866-6633
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
<u></u>		
Scope of Work		Contact #

(C).	<u>Kepresentative</u>
Scope of Work	<u>Contact #</u>
List any licenses/certification/education you have completed relev	vant to providing this servi
<u>Dates</u> <u>License/certification/education</u>	Location/Instructor
2008 FASAA Field Clmic	WPB
2008 Misc Camps	Florida
Are you or any of your employees related to anyone employed by and Recreation Department?	the Palm Beach County Pa
Yes 🗆 No	
If yes, give name and relationship.	· :
Cameron Krellner- Recreation Sp	ecialist at leles-
Boynton Rec center	· · · · · · · · · · · · · · · · · · ·



Contractor Background Screening Consent/Release Form

Full Name (print) Teresa A. Krellner Sex F Race White
Date of Birth 3-23-57 Driver's License No. <u>K045-801-57-603-0</u>
Address 14805 Stirrup Lane
City Wellington State PL Zip 33414
I, Teresa Krellner, 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: Teresa A. Krellner Date: 4-28-09
Signature: Jenesa A. Kreena

Applicant's Social Security Number





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:	Teresa Krellner	ē.
	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	s 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		lewd and lascivious behavior
Chapter		lewdness and indecent exposure
Section		arson
Chapter		felony theft and/or robbery
Sections		fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
		person or disabled adult
	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

827.03	child abuse, aggravated child abuse, or neglect of a child	. •
827.04	contributing to the delinquency or dependency of a child	e de la companya del companya de la companya del companya de la co
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 oth
Section 985.4045	person involved in the offense was a minor	•
	sexual misconduct in juvenile justice programs	
Explanation: (Provide details of any items in	itialed above. Attach another sheet if necessary.)	
<u>Description</u>	<u>Dates</u>	4
	Dates	
-		
he above statements are true and complete	e to the best of my knowledge. INITIAL:	
	INITIAL:	V
By signing this goation I co		
guilty or note and the	that I have not been charged, found guilty or enter	ed a plea of
a note contender (110 C	JINESEL regardless of the adjudication to any after	
That gos ander the provisions of	the riorida Statutes or under any similar statute of	
Jacobarotton. Laiso allilli that I	do not have a delinquency record that is similar to	any of these
offenses.		arij or these
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1 20001a Fried	up Ulablac	
Applicant's Signatu	1/03/09	
- Apprount 5 Orginati	Date	
	On	
	<u>OR</u>	
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By signing this section, I declare	that my record may contain one or more of the for	egoing
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under any similar stature of anoth	ner jurisdiction.	Diamines Of
·		
<u> </u>		
Applicant's Signature		
	Date	

ontract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001455

DATE : 08/18/2009

CONTRACT INFORMATION Active

PALM01680909523200E

NAME :

PBC OFFICIALS ASSN.,

VENDOR CODE:

PALM0168

INSTRUCTOR:

ADULT FLAG FOOTBALL

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

FLAG FOOTBALL

CONTRACT DATE :

08/18/2009

START DATE :

09/16/2009

END DATE :

10/01/2009

CONTRACT AMOUNT :

1,656.00 REVENUE AMOUNT:

3,150.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,656.00 AMOUNT LEFT :

3,150.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE

23.00 GAME

ACCOUNT: 0001-580-5232-3422 VENDOR CODE: PALM0168 CONTRACT: MC: AQC PS: AQC FSS: W CC: CA: U.S. DD: W		RECREATION SE	RVICES	
MC: AC PS: AC FSS: A CC: Y CA:U.M. DD: MY	ACCOUNT: 0001-580- 5232 -3422	VENDOR CODE: PALM0168	CONTRACT:	Λ
	MC: JOC PS: JO	CC:	CA:U?N	DD: ///

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

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

WITNESSETH:

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

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

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

- 1. <u>Term:</u> The class, activity or service will begin on <u>September 16, 2009</u> and will meet thereafter with the termination date of this agreement being <u>October 1, 2009</u>
- 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): \$350.00 per team. (League Fee \$300.00) Revenue Account No. 0001-580-5232 -4721-04 and (Light Fee \$50 perteam)Revenue Account No.0001-580-5232-4729-02

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 Montone Thousand Six Hundred Fifty Six Dollars.
 (\$1,656.00). 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 biweekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of **\$23.00 per- game** or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Adult Flag Football Referee
- Name of class or activity: <u>Adult Flag Football League</u>
 18 regular season games
- c. Day(s)/Date(s) Scheduled: Wednesday, September 16, 2009 Wednesday, September 30, 2009
- d. Time Scheduled: 7pm, 8pm and 9pm
- e. Location: Westgate Park and Recreation Center
- f. A minimum of 6 and a maximum of 12 paid enrollments must be received by the COUNTY prior to

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

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

9. Performance:

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