

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Palm Beach County Officials Association, Inc., Flag Football Referee, Westgate Park & Recreation Center. (PALM01681009523200F); and
- B) Palm Beach County Officials Association, Inc., Volleyball Official, West Boynton Park & Recreation Center. (PALM01681009525200K); and
- C) Karen Lindquist, Nature Based Education, Riverbend Park. (LINDQ1086621009541734B); and
- D) Modern Bujutsu Karate Florida, Inc., Martial Arts, Therapeutic Recreation Complex. (BUJUTSU11763310095204C); and
- E) Cindy Martling, Stroller Power, West Jupiter Recreation Center. (MART1087501009523300D); and
- F) Michael Alford, Flag Football Referee, Westgate Park & Recreation Center. (ALFO1198021009523200E); and
- G) George Tillman, Flag Football Referee, Westgate Park & Recreation Center. (TILL1068001009523200C); and
- H) Kim Moser, Classical Fencing, West Jupiter Recreation Center. (MO1025831009523300G); and
- I) Dawn Gunduz, Belly Dancing, West Jupiter Recreation Center. (ASKI00011009523300B); and
- J) Teresa Stratton, Water Fitness, Aqua Crest Pool. (STRA1254800909530300A); and
- K) Gold Coast Gymnastics, Inc., West Boynton Park & Recreation Center. (GOLD01291009525200I); and
- L) Stacey Lazos, Yoga, Therapeutic Recreation Complex. (LA10082310095204D); and
- M) Frankie Thomas, Dance, Westgate Park and Recreation Center. (THO12557510095204A); and
- N) JKF Goju Kai, Florida, Inc., Martial Arts, West Jupiter Recreation Center. (JKFGOJU1110971009523300E).

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. Districts 1, 2, 3 and 7 (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 (14)

Recommended by: 
Department Director

9/29/09
Date

Approved by: 
Assistant County Administrator

10/7/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2010 | 2011 | 2012 | 2013 | 2014 |
|--|------------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>69,633</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>(95,056)</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>(25,423)</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | | | | |

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

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

| | Contractor | FY2009 | | FY2010 | |
|---|---|--------------|--------------|-----------------|-----------------|
| | | Revenue | Expense | Revenue | Expense |
| A | Palm Beach County Officials Association, Inc. | | | \$6,300 | \$9,200 |
| B | Palm Beach County Officials Association, Inc. | | | \$3,520 | \$1,024 |
| C | Karen Lindquist | | | \$3,150 | \$1,800 |
| D | Modern Bujutsu Karate Florida, Inc. | | | \$2,400 | \$1,680 |
| E | Cindy Martling | | | \$4,072 | \$2,850 |
| F | Michael Alford | | | * | \$753 |
| G | George Tillman | | | * | \$753 |
| H | Kim Moser | | | \$4,572 | \$3,200 |
| I | Dawn Gunduz | | | \$9,600 | \$6,720 |
| J | Teresa Stratton | \$595 | \$417 | \$27,977 | \$19,583 |
| K | Gold Coast Gymnastics, Inc. | | | \$12,143 | \$8,500 |
| L | Stacey Lazos | | | \$7,200 | \$3,600 |
| M | Frankie Thomas | | | \$350 | \$330 |
| N | JKF Goju Kai, Florida, Inc. | | | \$13,772 | \$9,640 |
| | Totals | \$595 | \$417 | \$95,056 | \$69,633 |

* Revenue reported in FY2009

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

 MSK 10/15/09
 OFMB 10/2/09 10/2/09 10/1/09

 Dan J. Jansen 10/5/09
 Contract Development and Control

B. Legal Sufficiency:

This item complies with current County policies.

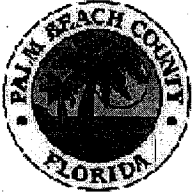
 Anne Delgunt 10/16/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001463

DATE : 08/31/2009

CONTRACT INFORMATION
Active

PALM01681009523200F

Certificate of Insurance

NAME : PBC OFFICIALS ASSN.,
VENDOR CODE: PALM0168
INSTRUCTOR: FOOTBALL OFFICIAL
ACCOUNT NUMBER : 0001-580-5232-00-3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: FLAG FOOTBALL

CONTRACT DATE : 08/28/2009
START DATE : 10/01/2009
END DATE : 08/01/2010

| | | | |
|-------------------|----------|-----------------|----------|
| CONTRACT AMOUNT : | 9,200.00 | REVENUE AMOUNT: | 6,300.00 |
| USED AMOUNT : | 0.00 | USED AMOUNT : | 0.00 |
| AMOUNT LEFT : | 9,200.00 | AMOUNT LEFT : | 6,300.00 |

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE 23.00 GAME

| RECREATION SERVICES | | | | | |
|-----------------------------|-----------------------|---------------|--------------------------------------|-----------------|--------------|
| ACCOUNT: 0001-580-5232-3422 | VENDOR CODE: PALM0168 | | CONTRACT: <u>PALM01681009523200F</u> | | |
| MC: <u>ofc</u> | PS: <u>ofc</u> | FSS: <u>✓</u> | CC: <u>✓</u> | CA: <u>G, N</u> | DD: <u>✓</u> |

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

This Agreement is made as of the 28 day of Aug, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being August 1, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$350.00 per team. (League Fee \$300.00) Revenue Account No. 0001-580-5232-4721-04 and (Light Fee \$50 per team) 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 Nine Thousand Two Hundred Dollars (\$9,200.00). 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 \$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 Program
 - b. Name of class or activity: Adult Flag Football League
 - c. Day(s)/Date(s) Scheduled: Wednesday, October 7, 2009 – Wednesday, June 9, 2010
 - d. Time Scheduled: 7pm, 8pm and 9pm
 - e. Location: Westgate Park and Recreation Center
 - f. A minimum of 12 and a maximum of 24 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity

received
8/19/09 LS

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

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

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 CONTRACTOR shall be mailed to:

CONTRACTOR'S Name:

PALM BEACH COUNTY OFFICIALS, INC
RUSS BLACK PRESIDENT

CONTRACTOR'S Address:

1320 Fishers Pl / Green Acres, FL 33413

CONTRACTOR'S Phone No.

561-684-2010

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy BEALE
NAME (TYPE OR PRINT)

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kristofor Sewer
SIGNATURE

Kristofor Sewer
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Russell Black Pres.
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgard
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: 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.



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

Adult Flag Football

Expenditure Report

Fall 2009 Season: October 1, 2009 – June 9, 2010

Fall 2009 Season: Information based on a (12) team format.

- Regular Season: (6) games a week x (5) weeks = 30 games
- Fifteen (15) games per field
- Four (4) officials @ \$23 per game x 30 games = \$2,760.00
- Eleven (11) tournament games x 4 officials @ \$23 per game = \$1,012.00

Total: \$3,772.00

Spring 2010 Season: Information based on a (12) team format.

- Regular Season: (6) games a week x (8) weeks = 48 games
- Twenty Four (24) games per field
- Four (4) officials @ \$23 per game x 48 games = \$4,416.00
- Eleven (11) tournament games x 4 officials @ \$23 per game = \$1,012.00

Total: \$5,428.00

Officials Report

Adult Flag Football game total expenditure: 100 games x 4 officials x \$23.00 =
\$9,200.00

Total: \$9,200.00

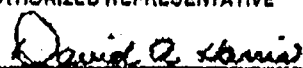
| CERTIFICATE OF INSURANCE | | 12/04/2008 |
|--|--|------------|
| PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. | |
| INSURED National Association of Sports Officials (NASO) 2017 Latrop Ave. Racine, WI 53405 PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PLACE GREENACRES, FL 33413 | INSURERS AFFORDING COVERAGE INS. A: AXS Insurance Company INS. B: St. Paul Fire & Marine Insurance Company INS. C: | |
| CERT NUMBER: 1000724645 | | |

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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 CLAIMS.

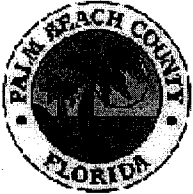
| INS LTR | POLICY TYPE | POLICY NUMBER | POLICY EFFECTIVE | POLICY EXPIRATION | LIMITS | |
|---------|-------------|-----------------|--------------------------|--------------------------|---|-----------|
| A | GL | AXGL01100090-08 | 09/30/2008 12:01 a.m. | 09/30/2009 12:01 a.m. | General Aggregate | 2,000,000 |
| | | | | | Products-Completed Operations Aggregate | 2,000,000 |
| | | | | | Personal and Advertising Injury | 1,000,000 |
| | | | | | Each Occurrence | 1,000,000 |
| | | | | | Damage to Premises Rented to You (Any One Premises) | 100,000 |
| | | | | | Medical Expense Limit (Any One Person) | Exclude |
| B | UMB | QK06501954 | 09/30/2008 12:01 a.m. | 09/30/2009 12:01 a.m. | General Aggregate | 2,000,000 |
| | | | | | Products-Completed Operations Aggregate | 2,000,000 |
| | | | | | Each Occurrence | 2,000,000 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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

- Other Named Insured: NASO Member associations that have paid the appropriate premium and have been endorsed to the policy, but only while acting in their capacity as a NASO member local association including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge & skills. Coverage shall include officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage.
- The Umbrella policy contains a Self Insured Retention of \$10,000.
- The Umbrella Policy Self Insured Retention applies only when Bodily Injury, Property Damage, Personal Injury 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 negligence of the Named Insured as per Form AX 151004- Additional Insured - Certificateholders, effective September 30, 2008.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 8TH AVENUE SOUTH LAKE WORTH, FL | 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 CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. |
| | AUTHORIZED REPRESENTATIVE  |

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001464

DATE : 08/31/2009

CONTRACT INFORMATION
Active

PALM01681009525200K

Certificate of Insurance

NAME : PBC OFFICIALS ASSN.,
VENDOR CODE: PALM0168
INSTRUCTOR: VOLLEYBALL OFFICIAL
ACCOUNT NUMBER : 0001-580-5252-00-3422
LOCATION: WEST BOYNTON PARK & RECREATION CENTER
PROGRAM: VOLLEYBALL

CONTRACT DATE : 08/28/2009
START DATE : 10/27/2009
END DATE : 12/09/2009

| | | | |
|-------------------|----------|-----------------|----------|
| CONTRACT AMOUNT : | 1,024.00 | REVENUE AMOUNT: | 3,520.00 |
| USED AMOUNT : | 0.00 | USED AMOUNT : | 0.00 |
| AMOUNT LEFT : | 1,024.00 | AMOUNT LEFT : | 3,520.00 |

ASSIGNED CATEGORIES:

VOLLEYBALL OFFICIAL 32.00 GAME

| RECREATION SERVICES | | | | | |
|-----------------------------|-----------------------|--------------------|--------------------------------------|-----------------|--------------|
| ACCOUNT: 0001-580-5252-3422 | VENDOR CODE: PALM0168 | | CONTRACT: <u>PALM01681009525200K</u> | | |
| MC: JAH | PS: <u>gpc</u> | FSS: <u>ppw ok</u> | CC: <u>JP</u> | CA: <u>O.P.</u> | DD: <u>W</u> |

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

This Agreement is made as of the 28 day of Aug, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 27, 2009 and will meet thereafter with the termination date of this agreement being December 9, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$55.00 per participant. 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 One Thousand Twenty-Four Dollars. (\$1,024.00). 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 \$32.00/official per game (2 officials) or _____% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Volleyball Official
 - b. Name of class or activity: Short Season Youth Volleyball
 - c. Day(s)/Date(s) Scheduled: Tuesdays, October 27, 2009 – December 8, 2009
 - d. Time Scheduled: 6:00 – 9:00pm
 - e. Location: West Boynton Park and Recreation Center
 - f. A minimum of 48 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/5/09

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

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

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

Garrett Pearson 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: _____

CONTRACTOR'S Address: _____

CONTRACTOR'S Phone No. _____

Russ Black 33413
1320 Fishers Place Greenacres, FL
561-684-2010

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

Garrett Pearson
SIGNATURE

Garrett Pearson
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Chris Cole
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

Russ Black
SIGNATURE

Russ Black - President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Delgado
COUNTY ATTORNEY

SCOPE OF SERVICE

Russ Black Palm Beach County Officials Association

Mr. Black/PBCOA will be providing services as a volleyball official for the West Boynton Recreation Center Junior Volleyball League.

Officials will be using rules governed by the Florida High School Athletic Association and all supplemental rules related to the West Boynton Junior Volleyball League.

Games will be played on Tuesdays from October 27, 2009 through December 8, 2009. Game times will range from 6:00 – 9:00pm. A fee for services provided will be \$32.00 per official per game.

| CERTIFICATE OF INSURANCE | | 12/04/2008 |
|---|--|------------|
| PRODUCER American Specialty Insurance & Risk Services, Inc. 12 North Main Street Janoke, Indiana 46783 | 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 Lathrop Ave. Racine, WI 53405 PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PLACE GREENACRES, FL 33413 | INSURERS AFFORDING COVERAGE INS. A: AXIS Insurance Company INS. B: St. Paul Fire & Marine Insurance Company INS. C: | |
| CERT NUMBER: 1000724628 | | |

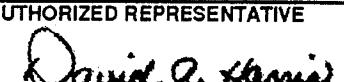
COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, 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 CLAIMS.

| INS LTR | POLICY TYPE | POLICY NUMBER | POLICY EFFECTIVE | POLICY EXPIRATION | LIMITS | |
|---------|-------------|-----------------|--------------------------|--------------------------|---|-----------|
| A | GL | AXGL01100090-08 | 09/30/2008 12:01 a.m. | 09/30/2009 12:01 a.m. | General Aggregate | 2,000,000 |
| | | | | | Products-Completed Operations Aggregate | 2,000,000 |
| | | | | | Personal and Advertising Injury | 1,000,000 |
| | | | | | Each Occurrence | 1,000,000 |
| | | | | | Damage to Premises Rented to You (Any One Premises) | 100,000 |
| | | | | | Medical Expense Limit (Any One Person) | Excluded |
| B | UMB | QK06501954 | 09/30/2008 12:01 a.m. | 09/30/2009 12:01 a.m. | General Aggregate | 2,000,000 |
| | | | | | Products-Completed Operations Aggregate | 2,000,000 |
| | | | | | Each Occurrence | 2,000,000 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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

- Other Named Insured: NASO- Member associations that have paid the appropriate premium and have been endorsed to the policy, but only while acting in their capacity as a NASO member local association including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge & skills. Coverage shall include officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage.
- The Umbrella policy contains a Self Insured Retention of \$10,000.
- The Umbrella Policy Self Insured Retention applies only when Bodily Injury, Property Damage, Personal Injury or Advertising Injury are not covered by either any Scheduled Underlying Insurance or any scheduled retained limit, and caused by any one occurrence.
- Villanova University is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AX IS1003- Additional Insured - Certificateholders, effective September 30, 2008.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 6TH AVENUE SOUTH LAKE WORTH, FL | 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 CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. |
| | AUTHORIZED REPRESENTATIVE  |



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) PALM BEACH COUNTY OFFICIALS
ROSS BLACK PRESIDENT Sex M Race W

Date of Birth 10/22/47 Driver's License No. _____

Address 1320 Fishers Place

City GREENACRES State FL Zip 33413

I, Russ Black, 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: Russell Black Date: 4-17-09

Signature: [Handwritten Signature]

ENTERED
1/30/09





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Palm Beach County Officials
 Name of Recreation Service Provider/Sports Official
BUS BIAK

~~REI/Social Security Number~~

1. Which service(s) are you interested in providing? *Volleyball Official*

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|---------------------------|-----------------------|-----------------------|
| (A) <i>West Covington</i> | <i>2008-2009</i> | |
| <i>Wellington</i> | <i>2007</i> | |
| <i>PB County</i> | <i>1990's</i> | |
| <u>Scope of Work</u> | | <u>Contact #</u> |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|----------------------|-----------------------|-----------------------|
| (B) | | |
| | | |
| | | |
| <u>Scope of Work</u> | | <u>Contact #</u> |

(C).

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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| | | |
| | | |
| | | |

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

- Yes No

If yes, give name and relationship.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

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:

Russ Black

Please print complete name

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

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

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

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

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

Description

Dates

BOOKKEEPING CHARGE

1980's

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

INITIAL:

RD

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

Applicant's Signature

Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

[Handwritten Signature]

Applicant's Signature

4-17-09

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001466

DATE : 08/31/2009

CONTRACT INFORMATION
Active

LINDQ1086621009541734B

NAME : LINDQUIST, KAREN
VENDOR CODE: LINDQ108662
INSTRUCTOR: NATURE TEACHER
ACCOUNT NUMBER : 0001-580-5417-3422
LOCATION: RIVERBEND PARK
PROGRAM: NATURE

CONTRACT DATE : 08/28/2009
START DATE : 10/12/2009
END DATE : 04/01/2010

CONTRACT AMOUNT : 1,800.00 REVENUE AMOUNT: 3,150.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 1,800.00 AMOUNT LEFT : 3,150.00

ASSIGNED CATEGORIES:

NATURE BASED EDUCATION 50.00 CLASS

| RECREATION SERVICES | | | | | |
|-----------------------------|----------------|------------------|--------------|--|--------------|
| ACCOUNT: 0001-580-5417-3422 | | VENDOR CODE: | | CONTRACT: <u>LINDA 10866210095417348</u> | |
| MC: <u>JPC</u> | PS: <u>JPC</u> | FSS: <u>MM Y</u> | CC: <u>X</u> | CA: <u>C.N.</u> | DD: <u>M</u> |

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

This Agreement is made as of the 28 day of Aug 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Karen Lindquist, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 12, 2009 and will meet thereafter with the termination date of this agreement being April 1, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$5.00 per participant/per class. Revenue Account No. 0001-580-5417-4721-09
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 One Thousand Eight Hundred Dollars (\$1,800). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ 50.00 flat fee per class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Nature Based Programs
 - b. Name of class or activity: Nature Based Youth and Adult Education
 - c. Day(s)/Date(s) Scheduled: October 12, 2009 – March 24, 2010
 - d. Time Scheduled: Mondays: 9:30 am – 10:30 am, Saturday Nights: 8:00 pm – 10:00 pm
Sundays: 9:00 am – 11:00 am and 1:30 pm – 4:00 pm, Wednesdays: 9:00 am – 11:00 am
 - e. Location: Riverbend Park
 - f. A minimum of 5 and a maximum of 30 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

received
8/18/09
3

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

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Suzanne Congelosi, Riverbend Park Coordinator PH: 561-746-6489.

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: Karen Lindquist

CONTRACTOR'S Address: 925 Arlington Dr. West Palm Beach, FL 33415

CONTRACTOR'S Phone No. 561-315-7033

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
 SIGNATURE

 Nancy Beale
 NAME (TYPE OR PRINT)

PALM BEACH COUNTY
[Signature]
 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

A-G
 SIGNATURE

 Suzanne Congelosi
 NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR
Karen Lindquist
 SIGNATURE

 Karen Lindquist
 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY.
Anne Helgen
 COUNTY ATTORNEY

Scope of Services

Riverbend Park Programs

Contracted Naturalist

Babes in the Woods

Moony Madness

Adult Nature Photography

Nature Science Investigators

Adult Birding

Science for Seniors (Wednesday Walkers)

Nocturnal Creatures

Compass Adventures

Program Description and Equipment

Walking tour

Night hike, camp fire in designated fire pit

Walking tour, cameras

Walking tour, Dip nets, binoculars

Walking tour, binoculars

Walking tour, binoculars, cameras

Night hike, supervised camp fire in designated fire pit

Walking tour, compass, scissors



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Karen Lindquist

Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Nature based youth and adult education

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|-------------------------|---------------------------|-----------------------|
| (A). 10/06 - present | Gold Coast Christian Camp | Crystal Twaddell |

| <u>Scope of Work</u> | <u>Contact #</u> |
|--|------------------|
| Lead environmental programs for youth and families | 561-267-0568 |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|----------------------|--------------------------|-----------------------|
| (B). 12/98 -10/06 | Okecheelee Nature Center | Clive Pinnock |

| <u>Scope of Work</u> | <u>Contact #</u> |
|---|------------------|
| Worked as full time naturalist, camp director | 561-233-1400 |

(c). Dates Agency/Company Representative

Scope of Work Contact #

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

Dates License/certification/education Location/Instructor

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

Yes No

If yes, give name and relationship.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Karen Lindquist
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:

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

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

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

Description

Dates

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

INITIAL:

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

Karen Lindquist

 Applicant's Signature

7/30/09

 Date

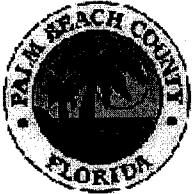
OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

 Applicant's Signature

 Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001465

DATE : 08/31/2009

CONTRACT INFORMATION
Active

BUJUTSU11763310095204 C

Certificate of Insurance

NAME : MODERN BUJUTSU KARATE FLORIDA, INC.,
VENDOR CODE: BUJUTSU117633
INSTRUCTOR: MARTIAL ARTS
ACCOUNT NUMBER : 0001-580-5204- -3422
LOCATION: THERAPEUTIC RECREATION COMPLEX
PROGRAM: MARTIAL ARTS

CONTRACT DATE : 08/28/2009
START DATE : 10/05/2009
END DATE : 08/30/2010

CONTRACT AMOUNT : 1,680.00 REVENUE AMOUNT: 2,400.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 1,680.00 AMOUNT LEFT : 2,400.00

ASSIGNED CATEGORIES:

MARTIAL ARTS 0.70 Pct

| RECREATION SERVICES | | | | | |
|-----------------------------|---------------------------|-------------------------|--|------------------------|------------------------|
| ACCOUNT: 0001-580-5204-3422 | VENDOR CODE: VC0000117633 | | CONTRACT: <u>BUSHITSU11763310095804C</u> | | |
| MG: <u>[Signature]</u> | PS: <u>[Signature]</u> | FSS: <u>[Signature]</u> | CC: <u>[Signature]</u> | CA: <u>[Signature]</u> | DD: <u>[Signature]</u> |

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

This Agreement is made as of the 29 day of Aug, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Modern Bujitsu Karate Florida, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 5, 2009 and will meet thereafter with the termination date of this agreement being August 30, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$60 per session. Revenue Account No. 0001-580-5204-4721.09
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 one thousand six hundred eighty Dollars (\$1,680.00). 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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Martial Arts/Alexis Cardona, Arelis Matos Cardona
 - b. Name of class or activity: Martial Arts
 - c. Day(s)/Date(s) Scheduled: Monday
 - d. Time Scheduled: 6:30pm - 7:30pm
 - e. Location: Therapeutic Recreation Complex Gymnasium
 - f. A minimum of 8 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.

received
8/18/09
15
3

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

10. **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:

Jason Wong

PH: (561) 966-7083

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 Umlerland Circle Wellington, FL 33414

CONTRACTOR'S Phone No. (561) 632-2804 / (561) 795-2804

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE
NANCY BEALE
Ardis Matos Cardona
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Ardis Matos Cardona
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

[Signature]
SIGNATURE
Jason Wong
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE
Ardis Matos Cardona
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Helgenst
COUNTY ATTORNEY

Scope of Services
Martial Arts
Modern Bujutsu Karate Florida Inc.

Martial Arts class designed for people with disabilities will be conducted by a trained instructor once a week. Participants will learn basic martial arts skills to enhance their physical and mental well being. The classes will be conducted under the supervision of Palm Beach County Therapeutic Recreation Center staff. Equipment to be used during instruction includes, but is not limited to: gym mats and protective equipment. Each class will last approximately one hour and will contain a maximum of 20 participants.

Evidence of Insurance

03/02/2009

PRODUCER
 Donald D. Prue
 767 S. State Rd. 7, Suite 15
 Margate, FL 33068
 800-207-6603 Fax: 954-917-6892
 www.lgomag.com email: mygroup@bellsouth.net

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.

INSURED
 Alexis Cardona
 Modern Bujutsu Karate Florida, Inc.
 13551 Northumberland Circle
 Wellington, FL. 33414

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

Certificate Holders / Additional Insured's

| | | | |
|--|---|---|---|
| 1 Town of Palm Beach 340 Seaview Ave Palm Beach, FL. 33480 | 2 Township Comm. Assoc 2424 Lyons RD Coconut Creek, FL. 33063 | 3 PBC Board of Co. Commissioners 6000 Northtree BLVD Boynton Beach, FL. 33463 | 4 |
|--|---|---|---|

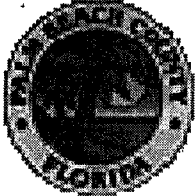
| | | | |
|---|---|---|---|
| 1 | 2 | 3 | 4 |
|---|---|---|---|

Locations

| | | |
|---|--|---|
| 340 Seaview Ave. Palm Beach FL. 33480 | 2424 Lyons Road Coconut Creek FL. 33063 | 6000 Northtree BLVD. Boynton Beach. Fl. 33463 |
|---|--|---|

CANCELLATION - 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

AUTHORIZED REPRESENTATIVE-
Don Baldwin



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Modern Bujutsu Karate
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? *Therapeutic Martial Arts*

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|---------------------------|------------------------|-----------------------|
| (A) <i>1997 - Present</i> | <i>Township Center</i> | <i>Linda</i> |

| <u>Scope of Work</u> | <u>Contact #</u> |
|---------------------------------|------------------|
| <i>Karate Teacher Assistant</i> | |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|---------------------------|--------------------------------|-----------------------|
| (B) <i>1999 - Present</i> | <i>Boyton Beach Recreation</i> | <i>Jim</i> |

| <u>Scope of Work</u> | <u>Contact #</u> |
|--------------------------|------------------|
| <i>Karate instructor</i> | |

(C) Dates Agency/Company Representative

Scope of Work Contact #

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| 2004 | Black Belt - 1 st degree | Marty Manuel - N.J. |
| 2007 | Lead degree B.B. | Marty Manuel NJ |

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

Yes No

If yes, give name and relationship.

Alexis Cardona - Husband
 Alexander Cardona - Son.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Arelis Matos Cardona Sex F Race H

Date of Birth 3/25/67 Driver's License No. 0635-013-67-605-0

Address 13551 Northumberland Circle

City Wellington FL State FL Zip 33414

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: 8/4/09

Signature: Arelis Matos-Cardona

ENTERED
8/19/09



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Arelis Matos-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 | 796 | prostitution |
| _____ Section | 798.02 | lewd and lascivious behavior |
| _____ Chapter | 800 | lewdness and indecent exposure |
| _____ Section | 806.01 | arson |
| _____ Chapter | 812 | felony theft and/or robbery |
| _____ Sections | 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _____ | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

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

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

Description

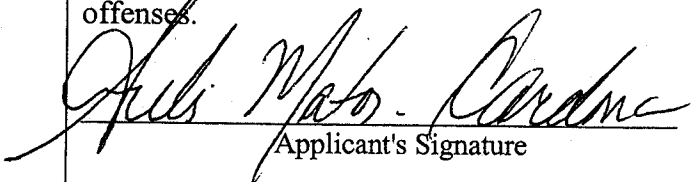
Dates

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

INITIAL:



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


Applicant's Signature

8/4/09
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001462

DATE : 08/31/2009

CONTRACT INFORMATION
Active

MART1087501009523300D

Certificate of Insurance

NAME : MARTLING, CINDY
VENDOR CODE: MART108750
INSTRUCTOR: EXERCISE INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5233-00-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: STROLLER POWER

CONTRACT DATE : 08/28/2009
START DATE : 10/01/2009
END DATE : 10/01/2010

CONTRACT AMOUNT : 2,850.00 REVENUE AMOUNT: 4,072.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 2,850.00 AMOUNT LEFT : 4,072.00

ASSIGNED CATEGORIES:

STROLLER POWER 0.70 PCT

| RECREATION SERVICES | | | | | |
|-------------------------------|-------------------------|-------------------------|--|-----------------|------------------------|
| ACCOUNT: 0001-580- 5233 -3422 | VENDOR CODE: MART108750 | | CONTRACT: <u>MART108750/009523300D</u> | | |
| MC: <u>AH</u> | PS: <u>[Signature]</u> | FSS: <u>[Signature]</u> | CC: <u>[Signature]</u> | CA: <u>A.N.</u> | DD: <u>[Signature]</u> |

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

This Agreement is made as of the 28 day of Aug, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Cindy Martling, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being October 1, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$5.00 per class Revenue Account No. 0001-580-5233-4721-09.
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 eight hundred fifty Dollars (\$2,850.00). 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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Cindy Martling
 - b. Name of class or activity: Stroller Power exercise class
 - c. Day(s)/Date(s) Scheduled: Oct. 1, 2009 – Sept.30, 2010
 - d. Time Scheduled: Mon., Wed. & Thur. 10:20a – 11:20a, Tue.& Fri.,9:00a. – 10:00a, Sat.8:45a -10:00a
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 1 and a maximum of 10 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/19/09

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Alison Schram

PH: 561-694-5430

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: Cindy Martling

CONTRACTOR'S Address: 10296 Sandy Run Road, Jupiter, FL 33478

CONTRACTOR'S Phone No. 561-746-0436

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Janice
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Jennifer Cirillo
SIGNATURE

~~Alison Schram~~ Jennifer Cirillo
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Cindy Martling
SIGNATURE

Cindy Martling
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Delgent
COUNTY ATTORNEY

Cindy Martling
Stroller Power

This is a one hour indoor power walking and strength training class for Moms and their children (six weeks – four years) using strollers, resistance tubes and weights. Stroller Power features over eighteen different cardio and strength training exercises plus a complete abdominal workout in every class. Burn fat and calories build strength and endurance and increase flexibility while making new friends with other moms and their children.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Cindy Martling
 Name of Recreation Service Provider/Sports Official

[REDACTED]
 FEI/Social Security Number

1. Which service(s) are you interested in providing? exercise and
strength training class

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|----------------------------|------------------------|------------------------|
| (A) <u>8/21/06-Present</u> | <u>Town of Jupiter</u> | <u>Cheryl Thompson</u> |

Scope of Work Contact # 741-2400
Group fitness class for moms and their
children using strollers and resistance
tubes.

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

Scope of Work Contact #

(C). Dates Agency/Company Representative

Scope of Work Contact #

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|-------------------|--|----------------------------|
| 6/15/06 - 7/30/08 | AFAA Certification (Group Fitness Instructor) | |
| | | |
| | | |

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

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Cynthia Martling Sex F Race W

Date of Birth 1-22-71 Driver's License No. M634-104-71-522-0

Address 10296 Sandy Run Rd.

City Jupiter State FL Zip 33478

I, Cynthia Martling, 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: Cynthia Martling Date: 8/8/09

Signature: Cynthia Martling

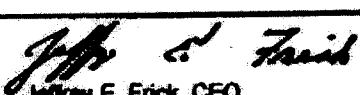
ENTERED
8/19/09



| | | |
|---|--|---|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 10/10/2008 |
| PRODUCER Phone: (800) 395-8075 Fax: (858) 619-0822 FITNESS AND WELLNESS 300 STEVENS AVENUE, SUITE 208 SOLANA BEACH CA 92075 | | 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. |
| Agency Lic#: 0377045 | | |
| INSURED CINDY MARTLING C/O STROLLER POWER OF JUPITER, LLC 10298 SANDY RUN ROAD JUPITER FL 33478 | | INSURERS AFFORDING COVERAGE |
| | | NAIC # |
| | | INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: |

| COVERAGES | | | | | | |
|---|------------|--|---------------|----------------------------------|--------------------------------|--|
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| POLICY LINE | ADDL. INFO | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRES DATE (MM/DD/YY) | LIMITS |
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PHPK284105 | 10/30/08 | 10/30/08 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED. EXP (Any one person) \$ 2,500 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG. \$ 3,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ |
| | | OTHER: | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 It is understood and agreed that the following entity is added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.
 Additional Insured Endorsement is Effective: 10/10/08

| | |
|---|---|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 8th Ave. South Lake Worth, FL 33461 Attention: | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  Jeffrey E. Frick, CEO |
|---|---|



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Patricia Mroczek Sex F Race W

Date of Birth 2-26-61 Driver's License No. M622-699-61-566-0

Address 13106 150th Ct. No.

City Jupiter State FL Zip 33478

I, Patricia Mroczek, 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: Patricia Mroczek Date: 8-10-09

Signature: Patricia Mroczek

ENTERED
8/19/09



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Cindy Martling
Please print complete name

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

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

| | | |
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| _____ | 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 |
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| _____ | 782.07 | manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child |
| _____ | 782.071 | vehicular homicide |
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| _____ | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
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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 school property |
| _____ | 794.011 | sexual battery |
| _____ | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| _____ | Chapter 796 | prostitution |
| _____ | Section 798.02 | lewd and lascivious behavior |
| _____ | Chapter 800 | lewdness and indecent exposure |
| _____ | Section 806.01 | arson |
| _____ | Chapter 812 | felony theft and/or robbery |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _____ | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

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

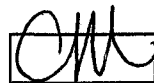
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

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

INITIAL:



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

Cindy Martine
Applicant's Signature

8/8/09
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

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

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

Description

Dates

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

INITIAL:



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


Applicant's Signature

8-10-09
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001461

DATE : 08/31/2009

CONTRACT INFORMATION
Active

ALFO1198021009523200E

NAME : ALFORD, MICHAEL
VENDOR CODE: ALFO119802
INSTRUCTOR: FLAG FOOTBALL REFEREE
ACCOUNT NUMBER : 0001-580-5232-00-3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: FLAG FOOTBALL

CONTRACT DATE : 08/28/2009
START DATE : 10/01/2009
END DATE : 11/22/2009

| | | | |
|-------------------|--------|-----------------|------|
| CONTRACT AMOUNT : | 752.50 | REVENUE AMOUNT: | 0.00 |
| USED AMOUNT : | 0.00 | USED AMOUNT : | 0.00 |
| AMOUNT LEFT : | 752.50 | AMOUNT LEFT : | 0.00 |

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE 17.50 GAME

| RECREATION SERVICES | | | | | |
|-----------------------------|-------------------------|-----------------|--|----------------|----------------|
| ACCOUNT: 0001-580-5232-3422 | VENDOR CODE: ALFO119802 | | CONTRACT: <u>ALFO1198021009523200E</u> | | |
| MC: <u>ALC</u> | PS: <u>ALC</u> | FSS: <u>ALC</u> | CC: <u>ALC</u> | CA: <u>USA</u> | DD: <u>ALC</u> |

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

This Agreement is made as of the 28 day of Aug, 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 & Teens Arena Flag Football program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being November 22, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$15.00 per participant, Revenue Account No. 0001-580-5232-4721-09.
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 Seven Hundred Fifty Two Dollars and Fifty Cents (\$752.50). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$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 Program.
 - c. Day(s)/Date(s) Scheduled: GAMES: (10/3, 10/10, 10/17, 10/24, 10/31, 11/7, 11/14)
 - d. Time Scheduled: 11:30am - 4:30pm.
 - 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.

received
8/19/09

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

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

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

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 CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Michael Alford

CONTRACTOR'S Address: 7135 Via Abco 270 Lake Worth, FL 33467

CONTRACTOR'S Phone No. 561-472-4826 and 561-357-1297

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).

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale

SIGNATURE
Nancy Beale

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Car Cole

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kristofor Sewer

SIGNATURE
Kristofor Sewer

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Michael Alford

SIGNATURE
Michael Alford official

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgant

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: 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**

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:

Michael Alford

Please print complete name

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

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

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

| | | |
|-------|-------------------|---|
| _____ | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |
| _____ | 826.04 | incest |
| _____ | 827.03 | child abuse, aggravated child abuse, or neglect of a child |
| _____ | 827.04 | contributing to the delinquency or dependency of a child |
| _____ | 827.05 | negligent treatment of children |
| _____ | 827.071 | sexual performance by a child |
| _____ | 843.01 | resisting arrest with violence |
| _____ | Chapter 847 | obscene literature |
| _____ | Section 847.05(1) | encouraging or recruiting another to join a criminal gang |
| _____ | Chapter 893 | drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor |
| _____ | Section 985.4045 | sexual misconduct in juvenile justice programs |

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

Description

Dates

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

INITIAL:

M.A

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



Applicant's Signature

8/5/09

Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001460

DATE : 08/31/2009

CONTRACT INFORMATION
Active

TILL1068001009523200C

NAME : TILLMAN, GEORGE
VENDOR CODE: TILL106800
INSTRUCTOR: FLAG FOOTBALL REFEREE
ACCOUNT NUMBER : 0001-580-5232-00-3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: FLAG FOOTBALL

CONTRACT DATE : 08/28/2009
START DATE : 10/01/2009
END DATE : 11/22/2009

CONTRACT AMOUNT : 752.50 REVENUE AMOUNT: 0.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 752.50 AMOUNT LEFT : 0.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE 17.50 GAME

| RECREATION SERVICES | | | | | |
|-----------------------------|---------------------------|----------------------------|---------------------------------------|----------------|----------------|
| ACCOUNT: 0001-580-5232-3422 | VENDOR CODE: TILLMAN06800 | | CONTRACT: <u>TILL106800100933200C</u> | | |
| MC: <u>off</u> | PS: <u>off</u> | FSS: <u>not applicable</u> | CC: <u>off</u> | CA: <u>off</u> | DD: <u>off</u> |

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

This Agreement is made as of the 28 day of Aug, 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 & Teens Arena Flag Football program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being November 22, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$15.00 per participant, Revenue Account No. 0001-580-5232-4721-09.
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 Seven Hundred Fifty Two Dollars and Fifty Cents (\$752.50). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$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 Program.
 - c. Day(s)/Date(s) Scheduled: GAMES: (10/3, 10/10, 10/17, 10/24, 10/31, 11/7, 11/14)
 - d. Time Scheduled: 11:30am - 4:30pm.
 - 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.

received
8/19/09

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

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

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

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 CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: George Tillman

CONTRACTOR'S Address: 5130 Foxhall Dr. N WPB 33417

CONTRACTOR'S Phone No. 561-689-4488

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Eric Call
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kristofor Sewer
SIGNATURE

Kristofor Sewer
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

George Tillman
SIGNATURE

George Tillman (Football Referee)
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Delgant
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: 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**

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
Please print complete name

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

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

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

| | | |
|-------|-------------------|---|
| _____ | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |
| _____ | 826.04 | incest |
| _____ | 827.03 | child abuse, aggravated child abuse, or neglect of a child |
| _____ | 827.04 | contributing to the delinquency or dependency of a child |
| _____ | 827.05 | negligent treatment of children |
| _____ | 827.071 | sexual performance by a child |
| _____ | 843.01 | resisting arrest with violence |
| _____ | Chapter 847 | obscene literature |
| _____ | Section 847.05(1) | encouraging or recruiting another to join a criminal gang |
| _____ | Chapter 893 | drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor |
| _____ | Section 985.4045 | sexual misconduct in juvenile justice programs |

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

Description

Dates

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

INITIAL:

G.T.

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

Gang Tillman
Applicant's Signature

8-11-09
Date

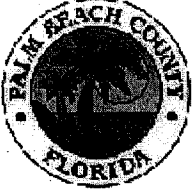
OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001458

DATE : 08/31/2009

CONTRACT INFORMATION
Active

MO1025831009523300G

Certificate of Insurance

NAME : MOSER, KIM
VENDOR CODE: MO102583
INSTRUCTOR: CLASSICAL FENCING
ACCOUNT NUMBER : 0001-580-5233-00-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: CLASSICAL FENCE

CONTRACT DATE : 08/28/2009
START DATE : 10/07/2009
END DATE : 10/01/2010

CONTRACT AMOUNT : 3,200.00 REVENUE AMOUNT: 4,572.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 3,200.00 AMOUNT LEFT : 4,572.00

ASSIGNED CATEGORIES:

CLASSICAL FENCING 0.70 PCT

| RECREATION SERVICES | | | | | |
|-----------------------------|----------------------------|---------------|--------------------------------------|----------------|--------------|
| ACCOUNT: 0001-580-5233-3422 | VENDOR CODE: VC-0000102583 | | CONTRACT: <u>NO1025831009523300G</u> | | |
| MC: <u>ofc</u> | PS: <u>ofc</u> | FSS: <u>X</u> | CC: <u>J</u> | CA: <u>GPH</u> | DD: <u>P</u> |

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

This Agreement is made as of the 28 day of Aug, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Kim Moser, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 7, 2009 and will meet thereafter with the termination date of this agreement being October 1, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$14.00, per 1(one) hour class or \$22.00 per 2(two) hour class Revenue Account No. 0001-580-5233-4721-09.
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 Three thousand two hundred Dollars (\$3,200.00). 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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Recreational Class/ Kim Moser
 - b. Name of class or activity: Classical fencing
 - c. Day(s)/Date(s) Scheduled: Wednesdays October 7, 2009 – September 30, 2010
 - d. Time Scheduled: 6:00pm – 9:00pm
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 5 and a maximum of 12 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/24/09

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Alison Schram PH: 561-694-5430

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: Palm Beach Classical Fencing, Kim Moser

CONTRACTOR'S Address: 141 Waterford Dr. # 5J, Jupiter, FL 33458

CONTRACTOR'S Phone No. 561-630-3688

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale

 SIGNATURE
Nancy Beale

 NAME (TYPE OR PRINT)

PALM BEACH COUNTY
Chris Coee

 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Alison Schram

 SIGNATURE
 Alison Schram

 NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR
Kim Moser

 SIGNATURE
 Kim Moser

 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY
Anne Delgant

 COUNTY ATTORNEY

Classical Fencing Scope of Services

Students learn to use a sword as it was used in the 19th century. Classical fencing stresses qualities that are found in other martial arts: Self-control, discipline, awareness, and coordination. All modern safety precautions are used; weapons are blunt and students wear protective gear (glove, jacket, mask).



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Kim Muser
Name of Recreation Service Provider/Sports Official
FEL/Social Security Number

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

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|-------------------------|----------------------------|--|
| (A) <u>2001-present</u> | <u>Tapestry Ice Center</u> | <u>Greg Guibitt</u> <u>561-575-6247</u> |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|--|
| <u>2001-2008</u> | <u>Spanish Community Center</u> <u>Charlie DeFilippo</u> <u>561-569-5747</u> |

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

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

(C)

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

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

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|---|
| 2000 | Instructor Certification | Ramon Muepuez Mantree Academy of Arts New York City |
| | | |
| | | |

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

Yes No

If yes, give name and relationship.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID G1
USFA-05

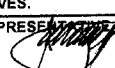
DATE (MM/DD/YYYY)
08/10/09

| | | |
|---|---|---------------|
| PRODUCER Bollinger, Inc. 101 JFK Parkway Short Hills NJ 07078-5000 Phone: 800-526-1379 Fax: 973-921-2876 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED United States Fencing Association One Olympic Plaza Colorado Springs CO 80909 | INSURER A: Markel Insurance Company | 38970 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--|-------|---|---------------|----------------------------------|-----------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 8502AH023468 | 08/01/09 | 08/01/10 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | X | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000 | 4602AH023469 | 08/01/09 | 08/01/10 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Coverage applies to USFA sanctioned events and the organized/supervised practices and fencing related activities for the period 8/1/09-8/1/10. Certificate holder is named as additional insured. Coverage applies with respect to Palm Beach Classical Fencing and Kim Moser. | | | | | | |

| | |
|---|--|
| CERTIFICATE HOLDER PAL1608 Palm Beach County Board of County Commissioner 2700 6th Avenue South Lake Worth FL 33401 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|---|--|



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number _____

Full Name (print) Kim Moser Sex M Race _____

Date of Birth 10-18-65 Driver's License No. M260-506-65-378-0

Address 141 Waterford Dr #55

City Jupiter State FL Zip 33458

I, Kim Moser, 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: Kim Moser Date: 8/15/09

Signature: _____

ENTERED
8/24/09



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

Kim Moser

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

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

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

Description

Dates

None

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

INITIAL:

km

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

Applicant's Signature

Date

8/15/2009

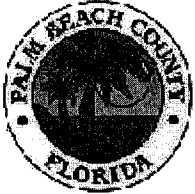
OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001459

DATE : 08/31/2009

CONTRACT INFORMATION
Active

ASKI00011009523300B

NAME : GUNDUZ, DAWN
VENDOR CODE: ASKI0001
INSTRUCTOR: BELLY DANCING
ACCOUNT NUMBER : 0001-580-5233-00-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: BELLY DANCING

CONTRACT DATE : 08/28/2009
START DATE : 10/01/2009
END DATE : 10/01/2010

CONTRACT AMOUNT : 6,720.00 REVENUE AMOUNT: 9,600.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 6,720.00 AMOUNT LEFT : 9,600.00

ASSIGNED CATEGORIES:

BELLY DANCING 0.70 PCT

| RECREATION SERVICES | | | | | |
|-------------------------------|-----------------------|--------------------------------------|--------------|-----------------|----------------|
| ACCOUNT: 0001-580- 5233 -3422 | VENDOR CODE: ASK10001 | CONTRACT: <u>ASK100011009523300B</u> | | | |
| MC: <u>AAH</u> | PS: <u>opc</u> | FSS: <u>u</u> | CC: <u>B</u> | CA: <u>G.N.</u> | DD: <u>(P)</u> |

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

This Agreement is made as of the 28 day of Aug, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Dawn Gunduz, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being October 1, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$56.00 per 8 week session. Revenue Account No. 0001-580- 5233-4721-09
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 Six thousand, seven hundred twenty Dollars (\$ 6,720.00). 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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Recreational Class /Dawn Gunduz
 - b. Name of class or activity: Belly Dancing
 - c. Day(s)/Date(s) Scheduled: October 1, 2009 – September 30, 2010.
 - d. Time Scheduled: Mondays 10am – 11am & Thursdays 7pm – 8pm
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 5 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.

received
8/19/09

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Constonsa Alexander

PH: 561-694-5433.

12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Dawn Gunduz

CONTRACTOR'S Address: 916 30th Court West Palm Beach FL 33407

CONTRACTOR'S Phone No. 561-423-5738

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE
Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY
U. Call
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

Alison Schram
SIGNATURE
Alison Schram
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR
Dawn Gunduz
SIGNATURE
Dawn Gunduz
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgant
COUNTY ATTORNEY

Scope of Services

Belly Dancing

Adults will learn to lose weight and stay fit in a fun and exciting form of dance (Belly Dance). Positive factors of these classes include; cardiovascular conditioning, Strong bones, Weight loss, improved posture and muscle toning, Stress reduction. The class will be taught by Dawn Gunduz Certified in the Serena Technique 2004 by Serena of NYC. Dawn is a Middle Eastern dance teacher since 2003.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Dawn Elizabeth Gunduz Sex F Race W

Date of Birth 01-16-1970 Driver's License No. G 532165705160

Address 916 30th Court

City West Palm Beach State FL Zip 33407

I, Dawn Gunduz, 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: Dawn E Gunduz Date: July 31, 2009

Signature: [Handwritten Signature]

ENTERED
8/19/09





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Dawn Gunduz
 Name of Recreation Service Provider/Sports Official

~~Employee Social Security Number~~

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

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------------|------------------------------|-----------------------|
| (A) 2003 - Present | Classes in Palm Beach County | |

| <u>Scope of Work</u> | <u>Contact #</u> |
|---|------------------|
| YMCA of Boca, Palm Beach County, City of WPM | |
| Xpress Fitness, Hooperhead Fitness, Sean's Dance Factory, Life Support Laja Ctr | |

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

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

| (C). | <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|------|--------------|-----------------------|-----------------------|
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| Feb 2004 | Serena Technique of Bellydance | NYC - Serena |
| | | |
| | | |
| | | |

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

Yes No

If yes, give name and relationship.

ACORD TM. **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
08/31/2009

PRODUCER Phone: (800) 395-8075 Fax: (866) 422-6579
FITNESS AND WELLNESS
 380 STEVENS AVENUE, SUITE 206
 SOLANA BEACH CA 92075

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
DAWN GUNDUZ
 916 30TH COURT
 WEST PALM BEACH FL 33407

INSURERS AFFORDING COVERAGE NAIC #

INSURER A: **Philadelphia Indemnity Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

| INSR LTR | ADD'L INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|------------|--|---------------|----------------------------------|-----------------------------------|---|--------------|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PHPK284105 | 12/27/08 | 12/27/09 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | MED. EXP (Any one person) | \$ 2,500 |
| | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | PRODUCTS-COMP/OP AGG. | \$ 4,000,000 |
| | | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE-EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE-POLICY LIMIT | \$ |
| | | OTHER: | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 It is understood and agreed that the following entity is added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.

| | |
|--|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Palm Beach County Board of Cty Commissioners 2700 6th Ave S Lake Worth, FL 33461 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
| Attention: | AUTHORIZED REPRESENTATIVE |
| | <i>Jeffrey E. Frick</i> Jeffrey E. Frick, CEO |

**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: Dawn Elizabeth Gunduz
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 an elderly person or disabled adult, or aggravated manslaughter of a child |
| _____ | 782.071 | vehicular homicide |
| _____ | 782.09 | killing an unborn child by injury to the mother |
| _____ | 784.011 | assault, if the victim of offense was a minor |
| _____ | 784.021 | aggravated assault |
| _____ | 784.03 | battery, if the victim of offense was a minor |
| _____ | 784.045 | aggravated battery |
| _____ | 787.01 | kidnapping |
| _____ | 787.02 | false imprisonment |
| _____ | 787.04(2) | taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings |
| _____ | 787.04(3) | carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person |
| _____ | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| _____ | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| _____ | 794.011 | sexual battery |
| _____ | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| _____ | Chapter 796 | prostitution |
| _____ | Section 798.02 | lewd and lascivious behavior |
| _____ | Chapter 800 | lewdness and indecent exposure |
| _____ | Section 806.01 | arson |
| _____ | Chapter 812 | felony theft and/or robbery |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _____ | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

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

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

Description

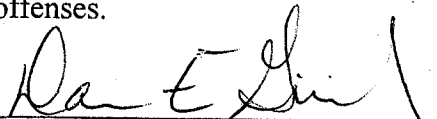
Dates

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

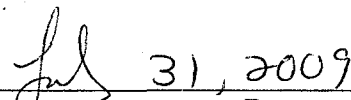
INITIAL:



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



 Applicant's Signature



 Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

 Applicant's Signature

 Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001467

DATE : 09/01/2009

CONTRACT INFORMATION
Active

STRA1254800909530300A

Certificate of Insurance

NAME : STRATTON, TERESA
VENDOR CODE: STRA125480
INSTRUCTOR: WATER FITNESS INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5303-00-3422
LOCATION: AQUA CREST POOL
PROGRAM: WATER FITNESS

CONTRACT DATE : 08/24/2009
START DATE : 09/21/2009
END DATE : 09/20/2010

CONTRACT AMOUNT : 20,000.00 REVENUE AMOUNT: 28,572.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 20,000.00 AMOUNT LEFT : 28,572.00

ASSIGNED CATEGORIES:

WATER FITNESS

0.70 PCT

| AQUATICS DIVISION | | | | | |
|-----------------------------|--------------------------|----------------|---------------------------------|-------------------|----------------|
| ACCOUNT: 0001-580-5303-3422 | VENDOR CODE: STRA1254800 | | CONTRACT: STRA1254800909530300A | | |
| MC: | PS: <i>KA</i> | FSS: <i>no</i> | CC: <i>J</i> | CA: <i>C.P.N.</i> | DD: <i>DHL</i> |

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

This Agreement is made as of the 24 day of Aug, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Teresa Stratton, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on September 21, 2009 and will meet thereafter with the termination date of this agreement being September 20, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$3.00 per class Revenue Account No. 0001-580-5303-4724-02
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Twenty Thousand Dollars (\$20,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ N/A or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Water Fitness Instructor
 - b. Name of class or activity: Water Fitness
 - c. Day(s)/Date(s) Scheduled: Tuesday-Saturday
 - d. Time Scheduled: Tuesdays & Thursdays 11:00am – 12:00pm & 6:00pm – 7:00pm; Wednesdays & Fridays 9:00am-10:00am & 3:00pm – 4:00pm
 - e. Location: Aqua Crest Pool
 - f. A minimum of 4 and a maximum of 50 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/18/09
[Signature]

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Michelle Lawrence, Facility Manager PH: 561-278-7104

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 Aquatics Division
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 Stratton

CONTRACTOR'S Address: 141 SW 24th Ave. Boynton Beach, FL 33435

CONTRACTOR'S Phone No. 561-602-2912

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Louise Kelly
SIGNATURE

LOUISE KELLY
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

R. Annis E. Miller
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

R. Annis E. Miller
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

S. Michelle Lawrence
SIGNATURE

S. Michelle Lawrence
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

M. Teresa Stratton
SIGNATURE

M. TERESA STRATTON / INSTRUCTOR
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
COUNTY ATTORNEY

SCOPE OF SERVICES

Exhibit A

The basic requirements for the Water Exercise Instructor (CONTRACTOR) are as follows:

A. Scope of Work

The CONTRACTOR has the responsibility of preparing the programs for Aerobic and/or Arthritis Water Exercise classes. CONTRACTOR must organize each class as well as instruct the participants in each class. CONTRACTOR is responsible for the preparation and administration of all class schedules. Participants will be supervised during a variety of Water Exercises.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for all ages and skills levels.

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

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. Should any safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone classes when conditions are unsafe.

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

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

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

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

CONTRACTOR will provide the facility manager with **14 days notice** of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

CONTRACTOR will work with and maintain open dialogue with the facility manager, liaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by attending scheduled meetings and in general daily interaction.

CONTRACTOR will obtain approval from the facility manager for all activities other than permitted class times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R208-2241)

A. Use of Premises

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

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

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

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly storage areas that have been allocated for the Water Exercise program.

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

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

B. Personnel

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

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

C. Program Fees & Charges

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

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

D. Payments To Contractor

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

**HEAD COACH USA SWIMMING
SCOPE OF SERVICES**

ATTACHMENT A

AQUATIC CHAIN OF COMMAND

Aqua Crest Pool Manager – Michelle Lawrence
Office: (561) 278-7104

Aquatic Program Coordinator – Jennifer Anglin
Office: (561) 966-6632

Aquatics Supervisor – Laurie Schobelock
Office: (561) 966-6629

Aquatics Director – Dave Lill
Office: (561) 966-6631

**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: MARY TERESA STRATTON
Please print complete name

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

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

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

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

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

Description

Dates

741.30

6-25-08

Had a fight with my husband. I caught him cheating on me. The police were called. I had hit him. I plead out so I could leave the state of TN. to start my life over.

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

INITIAL:

MTS

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

M. J. Sketh
Applicant's Signature

6-27-09
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

M. J. Sketh
Applicant's Signature

6-27-09
Date



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

AQUA CREST POOL
 Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------------------|--|-----------------------|
| (A) 6-05-05 - 3-12-08 | YMCA | ANGIE MOORE |
| | (Nashville, Smyrna, Murfreesboro, Donaldson YMCA's of middle TN.) | |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------------|------------------|
| Teach water fitness | ANGIE MOORE |
| artivist classes Deepwater | 615-220-9622 |
| Low + High impact water | |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|-------------------|-----------------------|-----------------------|
| (B) 10-08-3-09 | ADVENT SQUARE | LYNN BECK |

| <u>Scope of Work</u> | <u>Contact #</u> |
|-------------------------|------------------|
| Taught artivist classes | 561-391-7207 |



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) MARY TERESA STRATTON Sex F Race W

Date of Birth 2-13-1962 Driver's License No. S 363-598-62-553-0

Address 141 SW 24 AVE

City BOYNTON BEACH State FL Zip 33435

I, M. TERESA STRATTON, 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

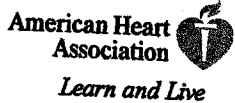
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials 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 STRATTON Date: 6-27-09

Signature: M. Teresa Stratton

ENTERED
8/17/09





Heartsaver® AED

Theresa Stratton

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA for Heartsaver AED Program.

Modules Completed: (A) (B) (C)

Nov. 4 2008
Issue Date

Nov. 2010
Recommended Renewal Date

Training Center **FLORIDA**

TC Address Contact Info **Boca Raton Community Hospital**

Course Location **Boca Raton Community Hospital**

Instructor **Fry, Holoboff, Engle**

Holder's Signature *[Handwritten Signature]*

© 2006 American Heart Association Tampering with this card will alter its appearance. 80-1203



USWFA President/CEO

[Handwritten Signature]
Certification # **9846**

May 16, 2012

This Certification and USWFA Membership expires on

Professional Member of the USWFA.

has Successfully Completed This Certification and is a

Teresa Stratton

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

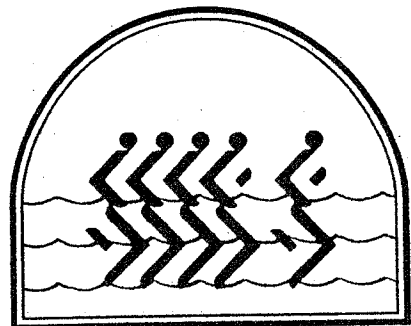
NATIONALLY CERTIFIED WATER FITNESS INSTRUCTOR

THIS IS TO CERTIFY THAT
Teresa Stratton

HAS SUCCESSFULLY COMPLETED THE PRIMARY (BASIC LEVEL) COURSE
AND IS HEREBY CERTIFIED AS A WATER FITNESS INSTRUCTOR.
THIS INDIVIDUAL IS ALSO A PROFESSIONAL MEMBER OF THE USWFA.

May 16, 2012

This Certification and Professional Membership
expires on the above date and may be renewed
by completing the renewal procedure.



**UNITED STATES
WATER FITNESS**
ASSOCIATION, INC. TM

John R. Spannuth

President/CEO

Mary J. Cummins

National Certification Director

UNITED STATES WATER
FITNESS ASSOCIATION
NATIONAL HEADQUARTERS
P.O. BOX 243279
BOYNTON BEACH, FL 33424-3279
TELEPHONE (561) 732-9908
FAX (561) 732-0950
E-MAIL: INFO@USWFA.org
WEB SITE: www.USWFA.com

Arthritis Foundation
AQUATIC PROGRAM

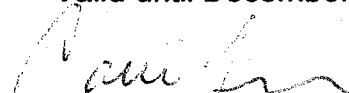
This is to acknowledge that

MARY TERESA STRATTON

has successfully fulfilled all requirements for approval as a certified

AQUATIC PROGRAM—Instructor

Awarded by the Arthritis Foundation
Tennessee Chapter
This 12th day of December, 2008
Valid until December, 2011



Arthritis Foundation Representative

 **ARTHRITIS**
FOUNDATION®
Take Control. We Can Help.™





Arthritis Foundation
Exercise ProgramSM



ARTHRITIS
FOUNDATION[®]
Take Control. We Can Help.TM

This is to acknowledge that

Teresa M. Stratton

has successfully fulfilled all requirements for approval as a certified

Arthritis Foundation Exercise Program Instructor

Awarded by the Arthritis Foundation
Florida Chapter

This 10 of April, 2009

Valid until March, 2010

Susan Cuellar
Florida Chapter, Vice President Mission Delivery
Arthritis Foundation Representative

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2009

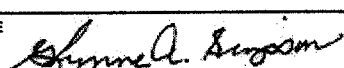
| | | |
|--|--|---------------|
| PRODUCER Sports & Fitness Insurance Corporation Post Office Box 1967 Madison, MS 39130 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Teresa Stratton 141 SW 24 Ave Boynton Beach, FL 33435 | INSURER A: General Insurance Company of America | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR LTR | ADD'L INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | |
|-----------------------------|------------|--|---------------|----------------------------------|-----------------------------------|--|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | LPF--9620730 | 8/14/2009 | 8/14/2010 | EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 | | | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | | | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ | | | | | | | | |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | |
| | | OTHER | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named additional insured

| | |
|--|--|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 6th Ave S Lake Worth, FL 33461 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|--|--|

IMPORTANT

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

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

DISCLAIMER

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



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

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

VENDOR REGISTRATION FORM
 PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters (Legal Name) of Company: AQUA CREST WATER FITNESS
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

Alias/D/B/A (Doing-Business-As) Name: TERESA STRATTON
(List your D/B/A or fictitious name only if applicable.)

Type of Business Entity (check one):
 Individual Sole Proprietorship Partnership Corporation Other

Business Commodity Offered (check one):
 Goods Only Services Only Goods and Services

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: _____

1. Please list below your Headquarters address information:

Address: 141 SW 24 AVE

City: BAYTON BEACH State/Province: FL

Zip/Postal Code: 33435 Country: USA

Main Phone Number: 561-602-2912

Contact Name: TERESA STRATTON E-mail Address: teresastratton46@yahoo.com
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-602-2912 Alternate Phone Number: 561-278-7104

Contact Fax Number: 561-279-4173 Alternate Fax Number: _____

2. Please list below your Payment Address/Accounts Receivable Department address if necessary, or check here if Same as Headquarters:

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

3. Please list below your Order Processing Department information and attach additional address if necessary, or check here if Same as Headquarters:

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Name: NONE Position/Title: _____

Name: _____ Position/Title: _____

5. List Company Officials:

Name: NONE Position/Title: _____

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

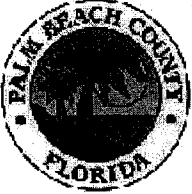
6. If you are interested in being certified as a Small Business Enterprise or a Minority-Owned Business, please visit www.pbcgov.com/osba and download the Certification Application or contact the Palm Beach County Office of Small Business Assistance at (561) 616-6840

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

Print Name: JERESA STRATTON Title: WATER FITNESS INSTRUCTOR

Signature: [Handwritten Signature] Date: 8-21-09

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001469

DATE : 09/04/2009

CONTRACT INFORMATION
Active

GOLD01291009525200I

Certificate of Insurance

NAME : , GOLD COAST GYMNASTIC
VENDOR CODE: GOLD0129
INSTRUCTOR: GYMNASTICS
ACCOUNT NUMBER : 0001-580-5252-00-3422
LOCATION: WEST BOYNTON PARK & RECREATION CENTER
PROGRAM: GYMNASTICS

CONTRACT DATE : 09/03/2009
START DATE : 10/01/2009
END DATE : 10/01/2010

CONTRACT AMOUNT : 8,500.00 REVENUE AMOUNT: 12,143.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 8,500.00 AMOUNT LEFT : 12,143.00

ASSIGNED CATEGORIES:

GYMNASTICS 0.70 PCT

| RECREATION SERVICES | | | | | |
|-------------------------------|----------------|-----------------------|----------------|--------------------------------------|-----------------------|
| ACCOUNT: 0001-580- 5252 -3422 | | VENDOR CODE: GOLD0129 | | CONTRACT: <u>GOLD012910095252001</u> | |
| MC: <u>JAH</u> | PS: <u>gpc</u> | FSS: | CC: <u>gpc</u> | CA: <u>GPA</u> | DD: <u>(initials)</u> |

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

This Agreement is made as of the 3 day of Sept, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Goldcoast Gymnastics, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being October 1, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$85 / 8 weeks, per student. 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 Eight Thousand Five Hundred Dollars. (\$8,500.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ _____ or 70 % of the paid enrollment fees for the class or activity.

received
8/5/09
3

4. **Specific Details:**
 - a. Type of service/instructor: Tumbling Instructor
 - b. Name of class or activity: Tiny Tot Tumbling with parent / Tiny Tot Tumbling without parent
 - c. Day(s)/Date(s) Scheduled: Thursday
 - d. Time Scheduled: 9:30am – 10:10am / 10:15am – 10:55am / 11:00am – 11:40am
 - e. Location: West Boynton Park and Recreation Center
 - f. A minimum of 6 and a maximum of 12 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Ellen Gilmer 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: Gold Coast Gymnastics, Inc.

CONTRACTOR'S Address: 1420 Rupp Lane Lake Worth, FL 33460

CONTRACTOR'S Phone No. 561-585-2700

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Mary Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Jim Henneman
SIGNATURE

JIM HENNEMAN
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Christina J White
SIGNATURE

Vice President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Anne Delgado
COUNTY ATTORNEY

Scope of Service

Program Name: Tiny Tot Tumbling

Instructor: Gold Coast Gymnastics, Inc.- Mrs. Jill Rojas

Location: West Boynton Recreation Center

Class Day & Times:

Thursdays

Ages: 18 Months-2 years old - with parent

9:30-10:10 AM

10:15-10:55 AM

Ages: 3 years-5 years- independent

11:00-11:40 AM

Fees: \$ 85.00

Business Information: Gold Coast Gymnastics, Inc.

1420 Rupp Lane

Lake Worth, Fl. 33460

561-585-2700

Gold Coast Gymnastics, Inc. 14,000 sq ft. training facility located in Lake Worth, and was established in 1974. We teach children from walking to college students in the sport of gymnastics. We train on all Olympic events for men and women. We also teach preschool and school age gymnastics, tumbling, cheerleading and have successful competitive teams. Our instructors are members of USA Gymnastics and AAU leagues (The governing bodies of Gymnastics) They are safety certified, First Aid and CPR trained. Gold Coast staff is trained to be movement and gymnastics specialists.

Instructor: Mrs. Jill Rojas is the Director at Gold Coast Gymnastics, Inc. She has been teaching the sport of gymnastics for 22 years. She teaches the girl's competitive team, instructor for preschool and school age classes, teaches outreach/satellite programs at various locations in Palm Beach County. Mrs. Rojas is a highly motivated and enthusiastic instructor. She enjoys working with children and parents to educate them in the sport and fun of gymnastics.

Class information:

Parent assisted class (18 months- 2 years). Children and parents will learn together in this class.

Parents will assist children learn gymnastics concepts such as jumping, hopping, rolling, over/under, sideways and many more exciting themed lesson plans. In the beginning of the class there will be circle time. This consists of roll call, stretching, music and parent assisted activities. Second and third parts of this class are devoted to tumbling, obstacle course, perceptual stations. The conclusion of the class ends with goodbye's and stamps.

3 & 4 years old- attend this class with out assistance. They will work more advanced gymnastics skills taught to their ability/age/level. The same lesson plans/concepts will be taught as in the parent class. Skills will increase to their ability. We are building self-confidence, self-esteem and motor skills through fitness and fun.

Equipment: Provided by West Boynton Park: 8 folding blue panel mats, 2 red folding panel mats, incline, stairs, 5 section segmented tunnel, large & small octagons, large & small incline, 4 segmented trapezoid, safety skill mat and numerous items form the closet. **Provided by Gold Coast:** Music, lummi sticks, bean bags, ladder, balance beams, trampoline, boards, indoor bounce house, pre-school bar, hula hoops and many more items from Gold Coast Gymnastics, Inc. FUN_FUN_FUN!!!

ACORD CERTIFICATE OF LIABILITY INSURANCE

1/26/00

| | |
|--|---|
| PRODUCER Summit America Insurance Services, L.C. 7400 College Blvd., Ste. 100 Overland Park, KS 66210 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED Sports, Lelaure & Entertainment RPG D/B/A Gold Coast Gymnastics Inc. 1420 Rupp Lane Lake Worth, FL 33460 | COMPANIES AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: |

COVERAGES

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

| LINE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------|---|------------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | FWC0000004407800 | 12:01 AM 11/8/2008 | 12:01 AM 11/8/2009 | EACH OCCURRENCE \$ 1,000,000 AGG. COMM. GEN'L LIAB. \$ 300,000 MED. EXP. (Per Occurrence) \$ 5,000 PERSONAL & ADJ. LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPTOP AGG \$ 1,000,000 Professional Liability \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HEAVY AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | FWC0000004407800 | 12:01 AM 11/8/2008 | 12:01 AM 11/8/2009 | COVERED SINGLE LIMIT (Per Person) \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - GARAGE \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | UCC/RV LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | | | | INC. STAFF-TORY LIMITS: OTH \$ P.A. EACH ACCIDENT \$ P.L. DISEASE - EA EMPLOYER \$ P.L. DISEASE - POLICY LIMIT \$ |
| A | PARTICIPANT ACCIDENT | FWC0000004407800 | 12:01 AM 11/8/2008 | 12:01 AM 11/8/2009 | AD&D \$ NC Primary Medical \$ NC Second Medical \$ 150,000 Weekly Indemnity \$ X NC |

DESCRIPTION OF OPERATIONS, CONTROL, MOLESSTATION, ABUSE, SPECIAL FEES
 Location(s): 1420 Rupp Lane, Lake Worth, FL 33460
 \$100,000 Defense cost reimbursement for abuse/molestation claims included.
 Certificate Holder is listed as an Additional Insured.

CERTIFICATE HOLDER
 Palm Beach County Board of Commissioners
 2700 6th Ave South
 Lake Worth, FL 33461

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

Paul Mango



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Jill Autumn Rojas Sex F Race W

Date of Birth Aug, 29 1974 Driver's License No. R 220-421-74-809-0

Address 1374 Pinetta Circle

City Wellington State FL Zip 33414

I, Jill A. Rojas, 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

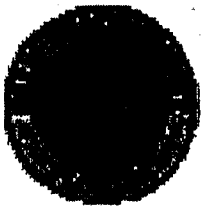
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials 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: Jill A Rojas Date: 5/6/09

Signature: Jill A Rojas

ENTERED
8/5/09





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Gold Coast Gymnastics, Inc. - Jill Rojas
 Name of Recreation Service Provider/Sports Official

 FEI/Social Security Number

1. Which service(s) are you interested in providing? Tiny Tot Tumbling Gymnastics

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------------|-----------------------------------|-----------------------|
| (A) <u>Current</u> | <u>Gold Coast Gymnastics Inc.</u> | <u>Chris White</u> |

| <u>Scope of Work</u> | <u>Contact #</u> |
|---|---------------------|
| <u>Teaching gymnastics to ages 18mo - High school</u> | <u>561-585-2700</u> |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------------|------------------------------|------------------------|
| (B) <u>Current</u> | <u>City of Boynton Beach</u> | <u>Janice Fontaine</u> |

| <u>Scope of Work</u> | <u>Contact #</u> |
|--|------------------|
| <u>Teach gymnastics to ages 18mo - 6yr</u> | <u>742-6240</u> |

(C).

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|----------------------|-----------------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| <u>Scope of Work</u> | <u>Contact #</u> | |
| | | |
| | | |
| | | |

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| Current | USAG + AAU - professional membership | |
| | | |
| | | |
| | | |

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

- Yes No

If yes, give name and relationship.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

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: Jill Autumn Rojas
Please print complete name

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

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

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

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

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

| <u>Description</u> | <u>Dates</u> |
|--------------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

INITIAL: JC

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

Jesse A. Rojas
5/1/09

Applicant's Signature Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001470

DATE : 09/04/2009

CONTRACT INFORMATION
Active

LA10082310095204 D

NAME : LAZOS, STACEY
VENDOR CODE: LA100823
INSTRUCTOR: YOGA INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5204- -3422
LOCATION: THERAPEUTIC RECREATION COMPLEX
PROGRAM: YOGA

CONTRACT DATE : 09/03/2009
START DATE : 10/01/2009
END DATE : 09/30/2010

| | | | |
|-------------------|----------|-----------------|----------|
| CONTRACT AMOUNT : | 3,600.00 | REVENUE AMOUNT: | 7,200.00 |
| USED AMOUNT : | 0.00 | USED AMOUNT : | 0.00 |
| AMOUNT LEFT : | 3,600.00 | AMOUNT LEFT : | 7,200.00 |

ASSIGNED CATEGORIES:

YOGA 30.00 CLASS

| RECREATION SERVICES | | | | | |
|-----------------------------|----------------|---------------------------|--------------|-----------------|----------------|
| ACCOUNT: 0001-580-5204-3422 | | VENDOR CODE: VC0000100823 | | CONTRACT: | |
| MC: <i>dfc</i> | PS: <i>dfc</i> | FSS: <i>J</i> | CC: <i>A</i> | CA: <i>A.N.</i> | DD: <i>(M)</i> |

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

This Agreement is made as of the 3 day of Sept, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Stacey Lazos, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2009 and will meet thereafter with the termination date of this agreement being September 30, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$40 per class Revenue Account No. 0001-580-5204-4721.09
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 three thousand six hundred Dollars (\$3,600). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ 30.00 per class _____ or _____ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Stacey Lazos
 - b. Name of class or activity: Yoga
 - c. Day(s)/Date(s) Scheduled: Monday's - Friday's
 - d. Time Scheduled: 12:00pm-1:00pm
 - e. Location: CMAA Therapeutic Recreation Complex Gymnasium
 - f. A minimum of 6 and a maximum of 18 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
8/27/09

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

10. **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:

Jason Wong

PH: (561) 966-7083

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: Stacey Lazos

CONTRACTOR'S Address: 3144 Chapel Hill Blvd. Boynton Beach, FL 33435

CONTRACTOR'S Phone No. (561) 827-7535

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

Jason Wong
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

STACEY LAZOS
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

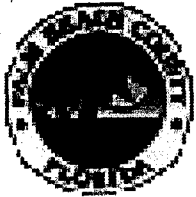
Anne Delaney
COUNTY ATTORNEY

Scope of Services
Yoga
Stacey Lazos

Yoga Instruction will be conducted by a trained yoga instructor. Classes will be based on each individual's ability. The classes will be conducted under the supervision of Palm Beach County Therapeutic Recreation Center staff.

Skills to be taught include, but are not limited to: relaxation, rhythmic breathing, mobility, balance, and coordination.

Equipment to be used during instruction includes yoga mats, yoga balance balls, therabands, and foam rolls for balance.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

STACEY LAZOS

Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------|-----------------------|-----------------------|
| (A) 9/03 - | CCE | |
| Present | | |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
| Instructor Art, Yoga | 805-9927 |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------|-----------------------|-----------------------|
| (B) 9/08 - | Colony YOGA | |
| 5/09 | | |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
| Yoga Instructor | |

(C) Dates Agency/Company Representative

Boynston
Comm Center

Scope of Work Contact #

Yoga Instructor

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

Dates License/certification/education Location/Instructor

Prem Yoga

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

Yes No

If yes, give name and relationship.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) STACEY LAZOS Sex F Race _____

Date of Birth 6/4/65 Driver's License No. L220792657040

Address 3144 Chapel Hill Blvd.

City Boynton Beach State FL Zip 33435

I, STACEY LAZOS, 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: STACEY LAZOS Date: 8/20/09

Signature: Stacey Lazos

DATE
8/27/09



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

STACEY LAZOS

Please print complete name

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

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

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

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

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

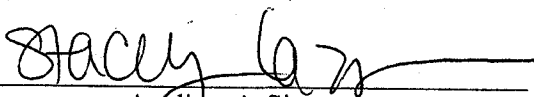
Description

Dates

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

INITIAL:

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



 Applicant's Signature

8/20/09

 Date

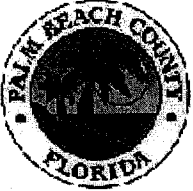
OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

 Applicant's Signature

 Date

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001472

DATE : 09/14/2009

CONTRACT INFORMATION
Active

THO12557510095204 A

NAME : THOMAS, FRANKIE
VENDOR CODE: THO125575
INSTRUCTOR: DANCE INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5204- -3422
LOCATION: WESTGATE PARK & RECREATION CENTER
PROGRAM: DANCE PROGRAM

CONTRACT DATE : 09/11/2009
START DATE : 10/07/2009
END DATE : 12/09/2009

| | | | |
|-------------------|--------|-----------------|--------|
| CONTRACT AMOUNT : | 330.00 | REVENUE AMOUNT: | 350.00 |
| USED AMOUNT : | 0.00 | USED AMOUNT : | 0.00 |
| AMOUNT LEFT : | 330.00 | AMOUNT LEFT : | 350.00 |

ASSIGNED CATEGORIES:

HIP HOP DANCE 30.00 CLASS

| RECREATION SERVICES | | | | | |
|------------------------------|---------------------------|-------------------------|-------------------------------|-----------|------------------------|
| ACCOUNT: 0001-580- 5204-3422 | VENDOR CODE: VC0000125575 | | CONTRACT: TH012557510095204 A | | |
| MC: <i>[Signature]</i> | PS: <i>[Signature]</i> | FSS: <i>[Signature]</i> | CC: <i>[Signature]</i> | CA: G O P | DD: <i>[Signature]</i> |

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

This Agreement is made as of the 11 day of Sept, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Frankie Thomas, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 7, 2009 and will meet thereafter with the termination date of this agreement being December 9, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$50.00 per session. Revenue Account No. 0001-580- 5204-4721.09
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 three hundred and thirty Dollars (\$ 330.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ 30.00 per class or N/A of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Dance Instructor
 - b. Name of class or activity: Hip Hop Dance
 - c. Day(s)/Date(s) Scheduled: Wednesdays
 - d. Time Scheduled: 6:00p.m-7:00p.m
 - e. Location: Westgate Recreation Center
 - f. A minimum of 6 and a maximum of 8 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

Received
9/18/09

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

10. **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:

Jackie Lambert PH: (561) 966-7016

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: Frankie Thomas

CONTRACTOR'S Address: 10841 Anderson Lane Lake Worth, FL 33467.

CONTRACTOR'S Phone No. (561) 968-8030

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

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

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

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

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale

SIGNATURE

Nancy Beale

NAME (TYPE OR PRINT)

Cecilia

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Jackie Lambert

SIGNATURE

Jackie Lambert

NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Frankie Thomas Dance Inst

SIGNATURE

Frankie Thomas Dance Inst

NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado

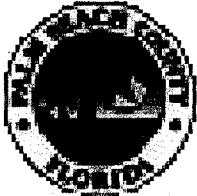
COUNTY ATTORNEY

**Scope of Service
Dance Class
Frankie Thomas**

A dance class will be conducted by a dance assistant. The instructor will teach the students different techniques of dancing and help instruct them to create a dance routine with learning the counts to the dance steps.

Skills to be taught include: how to count each dance step and incorporate the steps into the dance routine. How to dance to the music using the dance steps that was taught in the class.

Equipment: CD player and CD with song of the routine.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Frankie Thomas

Name of Recreation Service Provider/Sports Officials

1. Which service(s) are you interested in providing? Dance Instructor
2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|-------------------|-----------------------|-----------------------|
| (A). Fall 2007 | City Of Wellington | Ms. Christina |

Scope of Work

Contact #

I helped assist the Dance Instructor with the students with the dance routine. I would help them with their counts and dance steps and help the student's practice steps that needed help on.

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|-------------------------------|-------------------------|-----------------------|
| (B). Fall/Spring 2006-2007 | Polo Park Middle School | Mrs. Green |

Scope of Work

Contact #

Same as above

(561) 333-5500

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|--------------|-----------------------|-----------------------|
| (C). Present | That's Dancing | Michelle Walsh |

| <u>Scope of Work</u> | <u>Contact #</u> |
|----------------------|------------------|
| Same as above | (561) 642-9677 |

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

| <u>Dates</u> | <u>School/Training Location</u> | <u>Instructor</u> |
|--------------|---------------------------------|-------------------|
| | | |
| | | |
| | | |

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

Yes No If yes, give name and relationship.

Renata Watson (niece)



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) FRANKIE J. THOMAS Sex F Race B

Date of Birth 12/07/56 Driver's License No. T520-250-56-947-0

Address 10841 Anderson Ln

City LAKE WORTH State FL Zip 33449

I, FRANKIE THOMAS, 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: FRANKIE J. THOMAS Date: 9/1/09

Signature: [Handwritten Signature]

ENTERED
9/8/09



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Frankie Thomas
Please print complete name

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

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

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

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

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

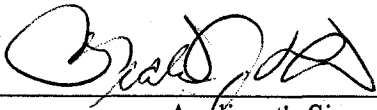
| <u>Description</u> | <u>Dates</u> |
|--------------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

INITIAL:

BA

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



Applicant's Signature

9/1/2009

Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date

contract



Palm Beach County
Parks and Recreation Dept.

DATE : 09/14/2009

Contract Tracking System 0000001471

CONTRACT INFORMATION
Active

JKF GOJU1110971009523300E

Certificate of Insurance

NAME : JKF GOJU KAI, FLORIDA, INC.,
VENDOR CODE: JKFGOJU111097
INSTRUCTOR: MARTIAL ARTS
ACCOUNT NUMBER : 0001-580-5233-00-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: MARTIAL ARTS

CONTRACT DATE : 09/11/2009
START DATE : 10/03/2009
END DATE : 09/30/2010

CONTRACT AMOUNT : 9,640.00 REVENUE AMOUNT: 13,772.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 9,640.00 AMOUNT LEFT : 13,772.00

ASSIGNED CATEGORIES:

MARTIAL ARTS 0.70 Pct

| RECREATION SERVICES | | | | | |
|-----------------------------|---------------------------|-----------------|------------------------------------|----------------|----------------|
| ACCOUNT: 0001-580-5233-3422 | VENDOR CODE: VC0000111097 | | CONTRACT: JKF60JUL110971009323300E | | |
| MC: <i>ofc</i> | PS: <i>ofc</i> | FSS: <i>ofc</i> | CC: <i>ofc</i> | CA: <i>ofc</i> | DD: <i>ofc</i> |

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

This Agreement is made as of the 11 day of Sept 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and JKF Goju Kai, Florida, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 3, 2009 and will meet thereafter with the termination date of this agreement being September 30, 2010.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$60.00 (ages 5 to adult) and \$30.00 (ages 3-5) per session or \$15.00 (ages 5 to adult) and \$10.00 (ages 3-5) per class Revenue Account No. 0001-580-5233-4721-09
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 Nine thousand six hundred forty Dollars (\$9,640.00). 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 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Martial Arts/Karate instruction
 - b. Name of class or activity: Karate and Tiny Tigers Karate
 - c. Day(s)/Date(s) Scheduled: October 3, 2009 – September 29, 2010
 - d. Time Scheduled: Various Dates and Times
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 15 and a maximum of 35 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each

received
9/2/09

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

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Alison Schram

PH: 561-747-3455

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: Gilbert Venero

CONTRACTOR'S Address: 11731 NW 22nd Street, Pembroke Pines, FL 33026

CONTRACTOR'S Phone No. (954) 701-5459

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.

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

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

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

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

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Chris Coe
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Alison Schram
SIGNATURE

Alison Schram
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Gilbert Venero
SIGNATURE

Gilbert Venero
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne DeLeon
COUNTY ATTORNEY

Scope of Services

Karate

Children and adults will learn Ryuei Ryu Karate, the traditional form of Okinawan/Japanese karate. Positive factors of these classes include; improving students self confidence, self discipline, respect, exercise, manners, self defense, staying on task, leadership and social skills. Students will be taught by instructors with over 20 years experience as well as Olympic hopeful.

| | | | | DATE (MM/DD/YY) 7/9/2009 | |
|---|---|----------------|---|-------------------------------------|--|
| PRODUCER FOR SERVICE CALL: FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60189 (800) 745-2409 www.fdean.com | | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | |
| COMPANIES AFFORDING COVERAGE | | | | | |
| INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: JKF Goju Kai FI, Inc. DBA Venero's Martial Arts Center 11731 NW 22nd Street Pembroke Pines, FL 33026 CERT. # P2GL-102846-01 | | | COMPANY A | STARR INDEMNITY & LIABILITY COMPANY | |
| | | | COMPANY B | | |
| | | | COMPANY C | | |
| | | | COMPANY D | | |
| COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT INCLUDES ATHLETIC PARTICIPANTS | P2GL-100000-01 | 7/9/2009 | 7/9/2010 | GENERAL AGGREGATE \$ 2,000,000.00 |
| | | | | | PRODUCTS-COMP/OP AGG \$ 2,000,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 EACH OCCURRENCE \$ 1,000,000.00 FIRE DAMAGE (Any one fire) \$ 300,000.00 MED EXP (Any one person) \$ N/A |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| | <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$ |
| | <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | W/C STATUTORY LIMITS OTH. DR. EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$ |
| | <input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | |
| | <input type="checkbox"/> OTHER | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Martial Arts Activities | | | | | |
| CERTIFICATE HOLDER JKF Goju Kai FI, Inc. DBA Venero's Martial Arts Center 11731 NW 22nd Street Pembroke Pines, FL 33026 | | | 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 | | |
| RECORD CORPORATION 1988 | | | | | |

ADDITIONAL INSURED

Date (MM/DD/YY)
7/9/2009

| | | | | | | |
|---|--|---|--|--|--|--------------------------------|
| AGENCY | | PHONE (AG, No, Ext): 800-745-2409 | APPLICANT (First Named Insured) | | | Phone (AG, No, Ext): |
| | | FAX (AG, No.): 630-865-7294 | JKF Goju Kai FI, Inc. DBA Venero's Martial Arts Center | | | |
| FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187 | | | 11731 NW 22nd Street Pembroke Pines, FL 33026 | | | |
| EFFECTIVE DATE | | EXPIRATION DATE | CO/PLAN | | | |
| CODE: | | 7/9/2009 | 7/9/2010 | | | |
| SUBCODE: | | POLICY NUMBER: P2GL-100000-01 | | | | |
| AGENCY CUSTOMER ID | | ACCOUNT NUMBER: | | | | |

| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER | |
|-------------------------------------|--------------------|--|--------------|----------------------|-------------------------|-----------|
| <input checked="" type="checkbox"/> | ADDITIONAL INSURED | Palm Beach County Board of Commissioners 2700 6th Avenue Lakeworth, FL 33461 | | | LOCATION: | BUILDING: |
| <input type="checkbox"/> | LOSS PAYEE | | | | VEHICLE: | BOAT: |
| <input type="checkbox"/> | MORTGAGE | | | | SCHEDULED ITEM NUMBER: | |
| <input type="checkbox"/> | LIENHOLDER | | | | OTHER | |
| <input type="checkbox"/> | EMPLOYEE AS LESSOR | | | | | |
| ITEM DESCRIPTION: | | | | | | |
| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER | |
| <input checked="" type="checkbox"/> | ADDITIONAL INSURED | | | | LOCATION: | BUILDING: |
| <input type="checkbox"/> | LOSS PAYEE | | | | VEHICLE: | BOAT: |
| <input type="checkbox"/> | MORTGAGE | | | | SCHEDULED ITEM NUMBER: | |
| <input type="checkbox"/> | LIENHOLDER | | | | OTHER | |
| <input type="checkbox"/> | EMPLOYEE AS LESSOR | | | | | |
| ITEM DESCRIPTION: | | | | | | |
| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER | |
| <input checked="" type="checkbox"/> | ADDITIONAL INSURED | | | | LOCATION: | BUILDING: |
| <input type="checkbox"/> | LOSS PAYEE | | | | VEHICLE: | BOAT: |
| <input type="checkbox"/> | MORTGAGE | | | | SCHEDULED ITEM NUMBER: | |
| <input type="checkbox"/> | LIENHOLDER | | | | OTHER | |
| <input type="checkbox"/> | EMPLOYEE AS LESSOR | | | | | |
| ITEM DESCRIPTION: | | | | | | |
| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER | |
| <input checked="" type="checkbox"/> | ADDITIONAL INSURED | | | | LOCATION: | BUILDING: |
| <input type="checkbox"/> | LOSS PAYEE | | | | VEHICLE: | BOAT: |
| <input type="checkbox"/> | MORTGAGE | | | | SCHEDULED ITEM NUMBER: | |
| <input type="checkbox"/> | LIENHOLDER | | | | OTHER | |
| <input type="checkbox"/> | EMPLOYEE AS LESSOR | | | | | |
| ITEM DESCRIPTION: | | | | | | |
| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER | |
| <input checked="" type="checkbox"/> | ADDITIONAL INSURED | | | | LOCATION: | BUILDING: |
| <input type="checkbox"/> | LOSS PAYEE | | | | VEHICLE: | BOAT: |
| <input type="checkbox"/> | MORTGAGE | | | | SCHEDULED ITEM NUMBER: | |
| <input type="checkbox"/> | LIENHOLDER | | | | OTHER | |
| <input type="checkbox"/> | EMPLOYEE AS LESSOR | | | | | |
| ITEM DESCRIPTION: | | | | | | |
| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER | |
| <input checked="" type="checkbox"/> | ADDITIONAL INSURED | | | | LOCATION: | BUILDING: |
| <input type="checkbox"/> | LOSS PAYEE | | | | VEHICLE: | BOAT: |
| <input type="checkbox"/> | MORTGAGE | | | | SCHEDULED ITEM NUMBER: | |
| <input type="checkbox"/> | LIENHOLDER | | | | OTHER | |
| <input type="checkbox"/> | EMPLOYEE AS LESSOR | | | | | |
| ITEM DESCRIPTION: | | | | | | |
| INTEREST | RANK: | NAME AND ADDRESS | REFERENCE #: | CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER | |
| <input checked="" type="checkbox"/> | ADDITIONAL INSURED | | | | LOCATION: | BUILDING: |
| <input type="checkbox"/> | LOSS PAYEE | | | | VEHICLE: | BOAT: |
| <input type="checkbox"/> | MORTGAGE | | | | SCHEDULED ITEM NUMBER: | |
| <input type="checkbox"/> | LIENHOLDER | | | | OTHER | |
| <input type="checkbox"/> | EMPLOYEE AS LESSOR | | | | | |
| ITEM DESCRIPTION: | | | | | | |



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

JKF Goju Kai Florida, Inc.
Name of Recreation Service Provider/Sports Official

[REDACTED]
FEI/Social Security Number

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

2. List prior work experience in providing this service:

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|-------------------|------------------------------|-----------------------|
| (A) <u>1/84 -</u> | <u>JKF Goju Kai FL, Inc.</u> | <u>Self Employed</u> |

| <u>Scope of Work</u> | <u>Contact #</u> |
|--|------------------|
| <u>OPERATIONS EMPLOYEE TRAINING, CUSTOMER SERVICE, CLIENT DEVELOPMENT</u> <u>INSTRUCTING STUDENTS AND KARATE DO, BILLING, CONFLICT</u> <u>AVOIDANCE CLASSES & CHARACTER DEVELOPMENT CLASSES</u> | |

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|---------------------------|---|-----------------------|
| (B) <u>5/06 - Present</u> | <u>FLORIDA SPORTS KARATE LEAGUE - USANKF, RSO</u> | |

| <u>Scope of Work</u> | <u>Contact #</u> |
|--|------------------|
| <u>Co-Chair for the FSKL-USANKF, RSO, THE REGIONAL SPORTS</u> <u>ORGANIZATION FOR THE NATIONAL GOVERNING BODY FOR KARATE</u> <u>UNDER THE UNITED STATES OLYMPIC COMMITTEE. My duties -></u> | |

President, Roger Jarre

| <u>Dates</u> | <u>Agency/Company</u> | <u>Representative</u> |
|-----------------------|---|-----------------------|
| (C) 1-07 - Present | UNITED STATE NATIONAL KARATE FEDERATION NATIONAL GOVERNING BODY FOR KARATE, UNDER THE USOC (UNITED STATES OLYMPIC COMMITTEE) | |

| <u>Scope of Work</u> | <u>Contact #</u> |
|--|------------------|
| SR. EXECUTIVE ADVISOR & INTERNATIONAL LIAISON ESTABLISH INTERNATIONAL RELATION WITH FOREIGN COUNTRIES, ORGANIZE THE DELEGATIONS TRIPS, SERVE AS TRANSLATOR, ETC. | 304/722-4512 |

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

| <u>Dates</u> | <u>License/certification/education</u> | <u>Location/Instructor</u> |
|--------------|--|----------------------------|
| 10-98 | 4 th INSTRUCTOR CERTIFICATE - JAPAN KARATE DO FEDERATION (J.K.D.F.) | KI |
| | CPR - Certified | |

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

Yes No

If yes, give name and relationship.

ONSDI VI
TO JOIN THE FSKL-USANKF, RSO, ATHLETE DEVELOPMENT, REFEREE & COACH
DEVELOPMENT, PROMOTE & SPONSOR TRADITIONAL KARATE TOURNAMENT &
SEMINARS THROUGHOUT THE STATE OF FLORIDA EACH YEAR. THESE TOURNAMENTS
ARE DESIGNED TO HELP PREPARE FLORIDA KARATE ATHLETES FOR NATIONALS
AND INTERNATIONAL COMPETITION AND TO BRING THE ATHLETES UP TO
OLYMPIC STANDARDS.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) GILBERT VENERO Sex M Race W

Date of Birth 01/16/1960 Driver's License No. V560297-60-0116-D

Address 11731 N.W. 22 STREET

City PEMBROKE PINES State FL Zip 33026

I, GILBERT VENERO, 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: GILBERT VENERO Date: 08/08/2009

Signature: [Handwritten Signature]

ENTERED
9/2/09



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: GILBERT VENERO
Please print complete name

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

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

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

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

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

| <u>Description</u> | <u>Dates</u> |
|--------------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

INITIAL:

W

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

Gilberto Venes
Applicant's Signature

08/08/2009
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature

Date