Agenda Item #3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 23, 2010	[X] Consent [] Ordinance	[] Regular [] Public Hearing
		L d	., 0

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Arthur Gibson, Basketball Referee, Westgate Park and Recreation Center for the period February 13, 2010, through April 18, 2010, in an amount not-to-exceed \$703. (GIBSON1162270210523200E):
- B) George Tillman, Basketball Referee, Westgate Park & Recreation Center for the period February 13, 2010, through April 18, 2010, in an amount not-to-exceed \$703. (TILL1068000210523200D); and
- C) Caroline Andre, Cheerleading Coach, Westgate Park & Recreation Center for the period February 16, 2010, through April 18, 2010, in an amount not-to-exceed \$682. (ANDRE11626902105232G).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. <u>District 2</u> (AH)

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

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

Attachments: Independent Contractor Agreements (3)		
Recommended by:	Department Director	2/26/10 Date
Approved by:	Assistant County Administrator	3/16/10 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year S	Summary of Fiscal I	Impact:			
Fiscal Years	2010	2011	2012	2013	2014
Capital Expend Operating Cos External Rever Program Incon In-Kind Match	ts <u>2,088</u> nues <u>(1,660)</u> ne (County) <u>-0-</u>	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IN	MPACT <u>428</u>	<u>-0-</u>	0	0-	0-
# ADDITIONAL POSITIONS (C			**************************************		
Budget Accou	Object	0001 Departme 3422/Revenue S	ource <u>4721</u>		<u>. </u>
B. Recommer	nded Sources of Fu	unds/Summary o	f Fiscal Impact:		
				Y2010	
	Contractor		Revenu		
	A Arthur Gibson		\$1,36		
	B George Tillman		0.07	\$703	
	C Caroline Andre	<u> </u>	\$30 Totals \$1,66		
	*Revenue	e included in item A	101010	V -,	
C. Departmen	ntal Fiscal Review:	ck	opelakis		
		III. REVIEW CO	MMENTS		
A. OFMB Fisc	cal and/or Contract	Development an	d Control Com	ments:	
OPMB	Stigle Odino	<u>w</u>	Contract Devel	point 3)	<i>)) </i>
B. Legal Suffi	iciency:	10			
Assistant Co	Odelyand 3, punty Attorney	1/2/10			
C. Other Department Review:					
Department	Director				

G:\NBeale\AGENDAS\03-23-10 R&F ICA.doc

contract



Palm Beach County Parks and Recreation Dept. Contract Tracking System 0000001491

DATE : 02/10/2010

CONTRACT INFORMATION Active

GIBSON1162270210523200E

NAME :

GIBSON, ARTHUR

VENDOR CODE:

GIBSON116227

INSTRUCTOR:

BASKETBALL REFEREE

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

BASKETBALL

CONTRACT DATE :

02/08/2010

START DATE :

02/13/2010

END DATE :

04/18/2010

CONTRACT AMOUNT :

703.00 REVENUE AMOUNT:

1,360.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

703.00 AMOUNT LEFT:

1,360.00

ASSIGNED CATEGORIES:

BASKETBALL REFEREE

18.50 GAME

	RECREATION SE	RVICES	
ACCOUNT: 0001-580- 5232-3422	VENDOR CODE:GIBSON116227	CONTRACT:	Δ.
MC: AH PS:OPEC	FSS: YP CC:	CA: 4.9	DD: (p)
(1)		y	\r\

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the <u>8</u> day of <u>56</u>, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Arthur Gibson</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 13, 2010</u> and will meet thereafter with the termination date of this agreement being <u>April 18, 2010</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$20.00 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 <u>Seven Hundred Three Dollars</u> (\$703.00). 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 \$18.50 per game or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teen Basketball Referee.
- b. Name of class or activity: Youth & Teens Basketball League.
- c. Day(s)/Date(s) Scheduled: **GAMES: 2/13,2/20,2/27,3/6,3/13,3/20,3/27,4/3,4/10,4/17**
- d. Time Scheduled: 11am 4pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

- 10. Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof. 11. County Representative: The County Representative for this CONTRACT is: Lee Powell PH: 561-694-5455 12. 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: /
- 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.

CONTRACTOR'S Address: 4191

CONTRACTOR'S Phone No.

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

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

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

PALM BEACH COUNTY WITNESS	
Nany Beale	PALM BEACH COUNTY
Mancy Deale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
SIGNATURE SIEVEL	SIGNATURE A SILVEN A S
NAME (TYPE OR PRINT)	At the L & bon - Reftere NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FURM AND LECAL SUFFICIENCY

me Odelsont COUNTY ATTORNEY

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

Date: January 14, 2010

Re: Referee – Scope of Services

Arthur Gibson

Arthur will be officiating youth & teen's Basketball League at Westgate Recreation Center for ages 8-15 years old. Games will be played on Saturdays beginning Saturday, February 13, 2010 through Saturday, April 17, 2010 from 11:00am – 4:00pm

Arthur has officiated basketball games for youth & teens at Westgate Park & Recreation Center since the Fall of 2008.



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which service(s) are you in	iterested in providing? <u>Reflere</u>	e) Coach
List prior work experience	in providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). e-13-08	west-gate	Kris sewe
2-13-09	west yofe	Kris Sewet
2-13-16	west gate	Kris Sewer Kris Sewer
Scope of Work		Contact #
		<u> </u>
<u>Dates</u>	Agency/Company	Representative
(B). /- 12/-07	Eouth dire coach	Ms. Diane
Scope of Work		Contact #

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Wor	<u>·k</u>	<u>Contact #</u>
		•
Tint own Harman	.4.20	
	tification/education you have completed rele	
<u>Dates</u>	License/certification/education	evant to providing this service <u>Location/Instructor</u>
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> 6-19-09	License/certification/education CRAAED our employees related to anyone employed b	Location/Instructor Red Cross/m
Dates 6-19-09 Are you or any of you and Recreation Dep	License/certification/education CRAAED our employees related to anyone employed b	Location/Instructor Red Cross/m
Dates 6-19-5 Are you or any of young and Recreation Dep	License/certification/education CRA/AED our employees related to anyone employed b artment?	Location/Instructor Red Cross/m
Dates 6-19-5 Are you or any of young and Recreation Dep	License/certification/education CRA/AED our employees related to anyone employed be artment?	Location/Instructor Red Cross/m

a. K



Contractor Background Screening Consent/Release Form

Full Name (print) Arthur L Cubson Sex M Race 181K
Date of Birth 1/-5-83 Driver's License No. 6125-052.83 405-0
Address 4191 557 th AVE APT C'
City Lolle until State FL zip 33463
I, Ather Cibson, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writin or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials fre and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages o causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Affect L Cilosus Date: 144-40
Signature: Arthur L Illa XI

Applicant's Social Security Number

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:	A Land	disquaiii	Color of termination.	#5
ATTEICANT.	1-11/1/00/4		COV0800	
	Please	print comp	olete name	

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

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

Sections 415.11 adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member murder manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child vehicular homicide (killing an unborn child by injury to the mother aggravated assault (killing an unborn child by injury to the mother aggravated assault (killing an unborn child by injury to the mother aggravated assault aggravated assault battery, if the victim of offense was a minor aggravated battery (kidnapping false imprisonment taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings 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 exholiting firearms or weapons within 1,000 feet of school possessing an electric weapon or device, destructive device, or other weapon on school property prohibited acts of persons in familial or custodial authority (former) prostitution lewdness and indecent exposure arson [ewd ness as and indecent exposure arson familial or classification and controlled substances, if the offense was a felony abuse, aggravated abuse, or neglect of disabled adults or elderly person or disabled adult.		Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients
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 murder manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child vehicular homicide vehicular homicide (assault, if the victim of offense was a minor assault, if the victim of offense was a minor assault, if the victim of offense was a minor assault, if the victim of offense was a minor aggravated battery, if the victim of offense was a minor aggravated battery (assault battery, if the victim of offense was a minor aggravated battery aggravated battery (assault battery) and the state limits with criminal intent pending custody proceedings carrying a child beyond the state limits with criminal intent pending custody proceedings carrying a child beyond the state lines with criminal intent to avoid producing a child a custody hearing or delivering the child to the designated person exhibiting firearms or weapons within 1,000 feet of a school possessing an electric weapon or device, destructive device, or other weapon on school property 794.011 sexual battery prohibited acts of persons in familial or custodial authority (former) prostitution lewd and lascivious behavior lewd and lascivious behavior lewd and lascivious behavior lewd and lascivious behavior felony theft and/or robbery fraudulent sale of controlled substances, if the offense was a felony assaus aggravated abuse, or neglect of disabled adults or elderly persons lewd or lascivious offenses committed upon or in the presence of an elderly		Sections		
assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member 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, entiting, 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 800 lewdness and indecent exposure 800 lewdness and indecent exposure 825.102 abuse, aggravated bause, or neglect of disabled adults or elderly persons lewd or lascivious offenses committed upon or in the presence of an elderly	***************************************	Sections		
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Palm Beach County
Parks and Recreation Dept.

Contract Tracking System 0000001492

DATE : 02/11/2010

CONTRACT INFORMATION Active

TILL1068000210523200D

NAME :

TILLMAN, GEORGE

VENDOR CODE:

TILL106800

INSTRUCTOR:

BASKETBALL REFEREE

ACCOUNT NUMBER :

0001-580-5232-00-3422

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

YOUTH BASKETBAL

CONTRACT DATE :

02/10/2010

START DATE :

02/13/2010

END DATE :

04/18/2010

CONTRACT AMOUNT :

703.00 REVENUE AMOUNT:

0.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

703.00 AMOUNT LEFT :

0.00

ASSIGNED CATEGORIES:

BASKETBALL REFEREE

18.50 GAME

RECREATION SER	RVICES
ACCOUNT: 0001-580- 5232-3422 VENDOR CODE: TILL106800	CONTRACT:
MC: THAT PS: ORC FSS: V CC:	CA: (0.9). DD: (1)

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the <u>10</u> day of <u>50</u>, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>George Tillman</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 13, 2010</u> and will meet thereafter with the termination date of this agreement being <u>April 18, 2010</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$20.00 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 <u>Seven Hundred Three Dollars</u> (\$703.00). 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 \$18.50 per game or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teen Basketball Referee.
- b. Name of class or activity: Youth & Teens Basketball League.
- c. Day(s)/Date(s) Scheduled: **GAMES: 2/13,2/20,2/27,3/6,3/13,3/20,3/27,4/3,4/10,4/17**
- d. Time Scheduled: 11am 4pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>56</u> and a maximum of <u>80</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 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.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

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

Lee Powell	PH: 561-69	4-5455

- 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: 601

CONTRACTOR'S Phone No. 56 - 685-2864

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

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

PALM BEACH COUNTY WITNESS SIGNATURE (Cong.) Belo	PALM BEACH COUNTY Coll
NAME (TYPE OR PRINT) NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS SIGNATURE SIGNATURE	INDEPENDENT CONTRACTOR Lebral Tillman
Kristo For Sewes NAME (TYPE OR PRINT)	SIGNATURE & GEOGGE TILLE (NAME & TITLE (NAME & PRINT)
oproved as to form + legal fficency:	

3691 Oswego Avenue West Palm Beach, Fl 33409 Ph (561) 233-1415 Fax (561) 233-1414

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Supervisor

From: Lee Powell - Facility Manager I

Date: January 14, 2010

Re: Youth and Teen Basketball League – Scope of Services

GEORGE TILLMAN

This memo is being sent to provide a description of services rendered for the Westgate Park & Recreation Center's Youth and Teen Basketball League.

George Tillman will be officiating youth and teens ages 8-11 and 12-15 years old. Games will be played on Saturdays beginning February 13, 2010 through April 17, 2010 from 11am – 4pm

George has on various occasions officiated for West Jupiter Park & Recreation Center's Sports Leagues. Programs include Arena Flag Football and Basketball from 1998 – 2004 & 2009.



Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Full Name (print) George Tilman Sex M Race Bl.

Date of Birth 12-27-59 Driver's License No. Ty55-305-59-467- O

Address 5130 Foxhull Dr. N.

City W. Q. B. State Bl. Zip 33417

Applicant's Social Security Number

I, <u>John</u>, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

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

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

Print Name: George T: || Ma N Date: 1-19-2010

Signature: F Tillman

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:	- Lenge E. Tillmen	
	ease 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
-		Continua	394.4593	relating to sexual misconduct with certain mental Health patients
-		Sections	415.111 741.30	adult abuse, neglect, or exploitation of aged person or disabled adults
-			/41.30	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
			700.04	family or household member
_			782.04	murder
_			782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
				aggravated manslaughter of a child
_			782.071	vehicular homicide
_			782.09	killing an unborn child by injury to the mother
_			784.011	assault, if the victim of offense was a minor
_			784.021	aggravated assault
_			784.03	battery, if the victim of offense was a minor
_			784.045	aggravated battery
-			787.01	kidnapping
_	•		787.02	false imprisonment
			787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
				pending custody proceedings
_			787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
				child at a custody hearing or delivering the child to the designated person
			790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
			790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
				school property
_			794.011	sexual battery
			794.041	prohibited acts of persons in familial or custodial authority (former)
		Chapter	796	prostitution
		Section		lewd and lascivious behavior
		Chapter	800	lewdness and indecent exposure
-		Section		arson
		Chapter	812	felony theft and/or robbery
		Sections		fraudulent sale of controlled substances, if the offense was a felony
_			825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
			825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
_			- · - · - -	person or disabled adult
				Parous or approjed addit

	825.103 826.04	exploitation of disabled adults or elderly persons, if the offense was a felony incest
Adapting of the same	827.03	
	827.04	child abuse, aggravated child abuse, or neglect of a child 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
	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
0 1	005 4045	person involved in the offense was a minor
Section	985.4045	sexual misconduct in juvenile justice programs
xplanation: (Provide detail	s of any items ini	itialed above. Attach another sheet if necessary.)
escription	;	<u>Dates</u>
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ontract



Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001493

DATE : 02/11/2010

CONTRACT INFORMATION Active

ANDRE1162690210523200G

NAME :

ANDRE, CAROLINE

VENDOR CODE:

ANDRE116269

INSTRUCTOR:

CHEERLEADING

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

LOCATION:

WESTGATE PARK & RECREATION CENTER

PROGRAM:

CHEERLEADING

CONTRACT DATE :

02/10/2010

START DATE :

02/16/2010

END DATE :

04/18/2010

CONTRACT AMOUNT :

682.00 REVENUE AMOUNT:

300.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

682.00 AMOUNT LEFT :

300.00

ASSIGNED CATEGORIES:

CHEERLEADING

22.00 CLASS

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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the <u>10</u> day of <u>300</u>, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Caroline Andre</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>February 16, 2010</u> and will meet thereafter with the termination date of this agreement being <u>April 18, 2010</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$20.00 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 <u>Six Hundred Eighty Two Dollars</u> (\$682.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$22.00 a class or _____% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Youth and Teen Basketball Cheerleading Coach.
- b. Name of class or activity: Youth & Teens Basketball League.
- c. Day(s)/Date(s) Scheduled: Practices (9): Practice days will vary. Games: (2/20, 2/27, 3/6, 3/13,3/20,3/27, 4/3, 4/10 and 4/17
- d. Time Scheduled: 11am 1pm.
- e. Location: Westgate Park and Recreation Center
- f. A minimum of <u>10</u> and a maximum of <u>20</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

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

Lee Powell PH: (561) 694-5455

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

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

and if part to the CONTRACTOR shall be recited to

and it sent to the CONTRACTOR shall be mailed to:	
CONTRACTOR'S Name: CAROLINE ANDRE	
CONTRACTOR'S Address: Quine Andre (4731-1)	Orleans Ct. W.PS F? 33415

CONTRACTOR'S Phone No. 56

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

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

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

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY Country
NANCY BEALE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.) INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS B. Powere SIGNATURE	SIGNATURE SIGNATURE
Lie B. Povell NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

Approved to form + legal sufficency
By: anne Odeljant
Asst. County Attorney



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	Provider/Sports Official	
Which service(s) are	you interested in providing?	oding Coach
List prior work expe	rience in providing this service:	
<u>Dates</u> (A). 200	Agency/Company Of Cestate park & rec.	Representative Lee Towe//
Scope of Work	coch	<u>Contact #</u> .5%) 694-5755
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
Scope of Work		Contact #

(C).	Agency/Company	<u>Representative</u>
Scope of Work		Contact #

List any licenses/certific	ation/education you have completed rele	vant to providing this servi
<u>Dates</u>	License/certification/education	Location/Instructor
<u> </u>		
Are you or any of your of and Recreation Departn	employees related to anyone employed by nent?	y the Palm Beach County P
Are you or any of your of and Recreation Departm	nent?	y the Palm Beach County P
and Recreation Departn	nent?	y the Palm Beach County P

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

Westgate Park & Recreation Center

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell - Facility Manager I

Date: January 14, 2010

Re: Cheerleading – Scope of Services

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

Caroline Andre will be coaching youth & teens ages 6 -15 years old. Practices will be held on Tuesdays from 6:00pm – 7:00pm and cheer time will be on Saturdays for two (2) hours during game time. Equipment that will be used at games by the cheerleaders will be pom-poms. Games will be played from 11am – 1pm on Saturday, February 20, 2010 thru Saturday, April 17, 2010

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

Besse

Jennifer Cirillo

From:

Jennifer Cirillo

Sent:

Wednesday, February 10, 2010 8:06 AM

To: Cc: Bebe Zwan

Cubina

Adrienne Huisman

Subject:

FW: Westgate Cheerleading - Scope of Services

Bebe - fyi - Jennifer

From: Dick Cohen

Sent: Tuesday, February 09, 2010 6:04 PM

To: Jennifer Cirillo

Cc: Indira Persaud; Anne Helfant; Kimberly McNeeley A.; Adrienne Huisman

Subject: RE: Westgate Cheerleading - Scope of Services

Based on the info provided Risk Mgm't is agreeable to waiving the insurance requirement

From: Jennifer Cirillo

Sent: Tuesday, February 09, 2010 4:32 PM

To: Dick Cohen

Cc: Indira Persaud; Anne Helfant; Kimberly McNeeley A.; Adrienne Huisman

Subject: Westgate Cheerleading - Scope of Services

Good afternoon, Dick:

I am sending this e-mail to provide some clarification on the extent of the cheerleading activities provided through an independent contractor at Westgate Park & Recreation Center.

SCOPE OF SERVICES

Ms. Caroline Andre has been coaching a cheerleading program for several years at the Recreation Center.

The youth cheerleading activity is limited to ground work including cheers, chants and dance routines to music. This activity includes low-risk skills such as clapping, shaking pom-poms, dancing, stepping, shuffling, turning in place and individual jumping.

<u>At no time</u> is there off the ground work – such higher-risk cheerleading stunts <u>which are not performed during this program activity</u> may include pyramids, throws and basket catches.

Please let me know if me or my staff can provide any additional information. Thank you,
Jennifer

Jennifer E. Cirillo, CPRP, AFO
Recreation Supervisor
Palm Beach County Parks and Recreation

p: (561)966-7051 f: (561) 242-6940 www.pbcparks.com

Florida's Future...It Starts in Parks:

Youth Achievement, Good Health, Sense of Community,



Palm Beach County Parks and Recreation Department

Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) CAROLINE ANDRE Sex F Race 3
Date of Birth 1/13 / 76 Driver's License No. A 5 36 101 7 65 13 0
Address 4731 -1) Orleans Ct. O.P.B. Fl 33415
City Cost Polm Seach State F7 Zip 33415
I, Alocine Angle , 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: Date: 1/15/2010
Signature:

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:

CAROLINE Please print complete name

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

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

Section	is 393.135	relating to sexual misconduct with certain developmentally disabled clients
	394.4593	relating to sexual misconduct with certain mental Health patients
Section	ıs 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
e Samuela Samuela (samuela de la Calque (samuela)		assault, aggravated assault, battery, aggravated battery, sexual assault, sexual
and the second second section of the second section of the second section of the second section of the second	agailisticais ja violijas piesas Albanas, A. a. ja . 19	battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
		family or household member
A contract of the contract of	782.04	murder
	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		according to demand and all the according to the second se
	782.071	Vehicular homioida
· · · · · · · · · · · · · · · · · · ·	782.09	killing an unborn child by injury to the mother
- end harring	784.011	assault, if the victim of offense was a minor
A STATE OF THE STA	784.021	aggravated assault
<u>}</u>	784.03	battery, if the victim of offense was a minor
	784.045	aggravated battery
	787.01	kidnapping
a dise e e diservir escente	- 78 7.02	to the following the state of t
	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
The second section is	and the state of t	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
	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
- And Andrews	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
Carl Carlotte	et office size.	school property: Visit is a real state of the re
	794.011	Sexual hattery
	794.041	sexual battery prohibited acts of persons in familial or custodial authority (former)
Chapter		prostitution
Section		lewd and lascivious behavior
Chapter		lewdness and indecent exposure
Section		arson
Chapter		_ felony theft and/or robbery
	817-563	fraudulent sale of controlled substances, if the offense was a fellomy
	825.102	abuse; aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lastivious 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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Chapte	827.03 ch 827.04 co 827.05 ne 827.071 sex 843.01 res or 847 ob a 847.05(1) end or 893 dru	cest ild abuse, aggravated child intributing to the delinquence gligent treatment of childre cual performance by a child isting arrest with violence scene literature couraging or recruiting ano ag abuse prevention and courson involved in the offense cual misconduct in juvenile	cy or dependency en d other to join a crim ntrol only if the c	of a child ninal gang offense was a felony	or if any other
Explanation: (Provide deta	ils of any items initialed	above. Attach another sheet if	f necessary.)	n de la Trajak e di Mari Massa Ri	e in industrial Parlanders
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