#### Agenda Item #3.M.1.

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date: April 20, 2010 [X] Consent [] Regular [] Ordinance [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

#### I. EXECUTIVE BRIEF

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

- A) Karen Lindquist, Letterboxing Instructor, Daggerwing Nature Center for the period March 29, 2010, through April 2, 2010, in an amount not-to-exceed \$100. (LINDQ1086620310524200B);
- B) Elaine Williamson, Water Fitness Instructor, Therapeutic Recreation Complex for the period April 5, 2010, through September 30, 2010, in an amount not-to-exceed \$4,800. (WILL12372304105204B);
- C) Lauren Brown, Water Fitness Instructor, Therapeutic Recreation Complex for the period April 5, 2010, through September 30, 2010, in an amount not-to-exceed \$1,040. (BROW11205804105204E):
- D) Teresa Krellner, Basketball Official, West Boynton Park & Recreation Center for the period April 10, 2010, through May 23, 2010, in an amount not-to-exceed \$1,456. (KREL1139180410525200F); and
- E) Ken Nemet, Master Swim Team Coach, Lake Lytal Aquatic Center for the period April 1, 2010, through June 30, 2010, in an amount not-to-exceed \$2,000. (NEME00010410530200M).

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. <u>Districts 2, 3 and 5</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 (5)

Approved by:

Approved by:

Assistant County Administrator

Accommended by:

3-25-10

Date

4/5//
Date

#### **II. FISCAL IMPACT ANALYSIS**

#### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 9,396 (17,856) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	(8,460)	-0-	0-	0	0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.:	Fund 000			various Program	N/A

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

		FY2010	
	Contractor	Revenue	Expense
Α	Karen Lindquist		\$100
В	Elaine Williamson	\$10,560	\$4,800
С	Lauren Brown	\$1,716	\$1,040
D	Teresa Kreliner	\$3,080	\$1,456
Ε	Ken Nemet	\$2,500	\$2,000
	Totals	\$17,856	\$9,396

C.	Departmental Fiscal Review:	<u>ckopelakis</u>
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#### **III. REVIEW COMMENTS**

A.	OFMB Fiscal a	nd/or Contract I	Development and	Control	Comments:
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B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

**Department Director** 

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

G:\NBeale\AGENDAS\04-20-10 R&F ICA.doc



#### Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001497

DATE : 03/09/2010

#### **CONTRACT INFORMATION** Active

LINDQ1086620310524200B

NAME :

LINDQUIST, KAREN

VENDOR CODE:

LINDQ108662

INSTRUCTOR:

LETTERBOXING

**ACCOUNT NUMBER:** 0001-580-5242-00-3422

LOCATION:

DAGGERWING NATURE CENTER

PROGRAM:

LETTERBOXING

**CONTRACT DATE:** 03/09/2010

START DATE :

03/29/2010

END DATE :

04/02/2010

CONTRACT AMOUNT :

100.00 REVENUE AMOUNT:

0.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

100.00 AMOUNT LEFT :

0.00

ASSIGNED CATEGORIES:

LETTERBOXING 100.00 FLAT FEE

RECREATION SEI	5//000
	2VILES
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ACCOUNT, 0004 E00 E242 2404 MAN VENDOD CODE, I INDO10862	- CONTRACT
ACCOUNT: 0001-580-5242-3401 3422 VENDOR CODE: LINDQ108662	CONTRACT:
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MC: PS: (Re) FSS: CC: /	, Λ   [-Δ·/] <sup>σ</sup> Η,   []]   M//
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#### INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_2010, 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) Letterboxing 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	March 29, 2010	and will meet thereafter with the
	termination date of this agreement being April 2,	. 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): \_\_per class Revenue Account No. N/A (this program is part of the overall Spring Break Camp tuition)

#### 3. Payments To Contractor:

- The total amount to be paid by the COUNTY under this Contract for all services and materials shall a. not exceed a total contract amount of One Hundred Dollars (\$100). 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.
- The CONTRACTOR's fee shall be the sum of \$ 100 \_% of the paid b. enrollment fees for the class or activity.

#### 4. Specific Details:

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cific Det	ails:	caived
a.	Type of service/instructor: Letterboxing instruction	2/25/10/13
b.	Name of class or activity: <u>Letterboxing</u>	Leger /
C.	Day(s)/Date(s) Scheduled: Monday, March 29, 2010 and Tues	day, March 30, 2010
Ч	Time Scheduled: 1:30nm = 3:30nm each day	

Location: Daggerwing Nature Center in South County Regional Park

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. 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. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

#### 9. **Performance:**

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with <u>10</u> days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

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 Represent	ative for this CONTRACT is:	
Lori Heath, Naturalist/Camp Director	PH: 561-629-8763	

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

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

Lake Worth, FL 33461	
and if sent to the CONTRACTOR shall t	pe mailed to:

CONTRACTOR'S Name: <u>Karen Lindquist</u>

CONTRACTOR'S Address: <u>952 Arlington Dr. West Palm Beach, FL 33415</u>

CONTRACTOR'S Phone No. <u>561-315-7033</u>

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

- 15. Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
- 19. 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	Enlee
SIGNATURE )	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Mancy Beale NAME (TYPEOR PRINT)	COUNTY ADMINISTRATOR (if contract value exceeds \$10,000.)
(	INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS	haren Lindguist SIGNATURE
SIGNATURE	Karen Lindquist, Instructor
Lori Heath NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTO WEY

**PALM BEACH COUNTY** 

#### Scope of Service

#### **Program Description:**

Letterboxing - Exploration, art, and skill all rolled into one. Use your map and compass and powers of observation to find hidden boxes. Make a personal stamp to take with you and mark the boxes you have found. Each box also contains its own stamp to mark in your own book.

Instructor will guide participants in making their own stamp, teach basic map reading, how to follow a bearing with an orienteering compass and how to triangulate a point.

#### Materials/Resources:

Instructor to provide:

Compass game

Stamp making supplies Booklet making supplies

Ink pads Letterboxes

County to provide:

Compasses Scissors Scrap paper Pencils

White board?

# E CONTROLLE

### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Nan	ne of Recreation Service Provider/Sports Official	
1.	Which service(s) are you interested in providing? Outdoor	Programs
,		
2.	List prior work experience in providing this service:	
	<u>Dates</u> <u>Agency/Company</u>	Representative
	(A). 10/2008-2/2009 Riverbend Park	Sue Congelos;
	Scope of Work	Contact #
	Taught classes in photography and .	561-746-6489
	Compass/orienteering.	
	Dates Agency/Company (B).	<u>Representative</u>
	10/2006-present cold Coast Christian Camp	Crystal Twadde
	Scope of Work	Contact #
	Teach youth and family classes	561-267.0568
	including: compass, Knots, lashing,	
	Fire building, Knife sately, wildlife	

(C).	Agency/Company	<u>Representative</u>
1998 - 2004	Okeeheelee Nature Center	Clive Pinnock
Scope of Wor	<u>rk</u>	Contact #
Full-time Na	turalist/Camp Director,	561-233-1400
Taught classes	in compass, Knots, wildlife,	
Survival, Campil	ng, Firebuilding, Knife safety, canoeing	
y Najvini kirana mana maja ini kirana yang yang yang mana ngish yang mahana ya kirana ya kirana ya kirana ya k	<u> </u>	dik disempak kanya di salah yang disempakan di kanya di k
List any licenses/cer	tification/education you have completed relevant	t to providing this service:
<u>Dates</u>	License/certification/education	Location/Instructor
1998	Backlon Degree: Zoology + Photography	Southern Illinois Un
1998	Backlon Degree: Zoology + Photography Project Wild Instructor Training	Southern Illinois Un
		Southern Illinois Uni Cirl Scouts Coirl Scouts
1998	Project Wild Instructor Training  Girl Scout Outdoor Trainer	Girl Scouts
1998 1995. present	Project Wild Instructor Training	Girl Scouts
1998  1995 · present  2007  Are you or any of yo	Project Wild Instructor Training  Girl Scort Outdoor Trainer  National Association of Interpretation  Interpretive Planning Course  our employees related to anyone employed by the	Girl Scorts  Girl Scorts  NAI at Pinei
1998  1995 present  2007  Are you or any of you and Recreation Departments	Project Wild Instructor Training  Girl Scort Outdoor Trainer  National Association of Interpretation  Interpretive Planning Course  our employees related to anyone employed by the	Girl Scorts  Girl Scorts  NAI at Pine
1998  1995 · present  2007  Are you or any of you and Recreation Departments	Project Wild Instructor Training  Girl Scort Outdoor Trainer  National Association of Interpretation  Interpretive Planning Course  our employees related to anyone employed by the artment?	Girl Scorts  Girl Scorts  NAI at Pinei

Contractor Background Screening Consent/Release Form

#### Applicant's Social Security Number

Full Name (print)Karen Line	dquist	SexF_ RaceWhite	,
Date of Birth _June 23, 1977	Driver's License No.	L532-513-77-723-0	
Address952 Arlington Dr	and the second s	en a company of the control of the c	
CityWest Palm Beach	StateFL	Zip33415	
I,Karen Lindquist,	authorize and give consent fo	or Palm Beach Gounty to obtain	į
information regarding myself. This i	includes the following:		
<ul> <li>County, State, and/or Nation</li> <li>Sex Offender Registry Che</li> <li>Current and Former Address</li> <li>Social Security Number Ve</li> </ul>	<u>cks</u> sses	und Records/Information Check	<del>(</del> <u>S</u>
I, the undersigned, authorize the abo or via telephone in connection with n hereby release and hold Palm Beach and harmless at all times from and a causes of action of every kind and ch appellate levels or otherwise, associ obtained by Palm Beach County will policies and procedures and state ar	ny agreement to enter into a co n County, its agents, designees gainst all claims, liability, exper naracter, including attorney's fe ated with obtaining or releasing be held in confidence in accord	intract with Palm Beach County.  b. employees, and elected official  nses, losses, costs, fines, damag  es and costs, whether at trial or  the above information. Informa	l Is free Jes or tion
Print Name:Karen Lindquist_	Date	e:July 30, 2009	
Signaturë: Karen Lindy	quil		





# 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 1	Lindquist	•
	Pl	lease print complete nar	ne
whether or not those reco Beach County Parks and	ords have been sealed or ex	xpunged. I underst fany possible disqu	s relating to the following list, regardless of and that I am also obligated to notify Palm alifying offenses that may occur while Department.

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

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

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	contributing to the delinegligent treatment of sexual performance by resisting arrest with vio obscene literature encouraging or recruiting drug abuse prevention person involved in the	a child olence ing another to join a criminal gang and control only if the offense was a	a felony or if any other
Explanation: (Prov	vide details of any items i	nitialed above. Attach another	sheet if necessary.)	
Description			<u>Dates</u>	
By signing guilty or n charges un jurisdiction	this section, I affinological contendere (now der the provisions of the provisions o	contest), regardless of of the Florida Statutes	edge. INITIAL:  charged, found guilty or enter the adjudication, to any of the or under any similar statute of uency record that is similar to	foregoing
offenses.	. <i>Y</i> . 1	,	alaha	
- ricoler	Applicant's Sign	nature	Date	
		<u>OR</u>		
Disqualifyi and true wi	ing charges, acts or	offences and that the e the above charges unde	contain one or more of the fo explanation I have provided is er the provisions of the Florida	complete
	Applicant's Signatu	ıre	Date	Plant law burnels and design and design at the same

Updated 12/2006



#### Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001495

DATE : 03/09/2010

#### CONTRACT INFORMATION **Active**

WILL12372304105204 B

Certificate of Insurance

NAME :

WILLIAMSON, ELAINE

VENDOR CODE:

WILL123723

INSTRUCTOR:

WATER FITNESS INSTRUCTOR

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WATER FITNESS

**CONTRACT DATE :** 03/08/2010

START DATE :

04/05/2010

END DATE :

09/30/2010

CONTRACT AMOUNT :

4,800.00 REVENUE AMOUNT:

10,560.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

4,800.00 AMOUNT LEFT :

10,560.00

ASSIGNED CATEGORIES:

WATER EXERCISE 30.00 CLASS

	RECREATION SE	
ACCOUNT; 0001-580- 5204 -342		CONTRACT:
MC35/y PS: X	FSS: A W CC: /	()   CA: () (A).   DD: ()

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

This Agreement is made as of the <u>\$\infty\$</u> day of <u>**March**</u> 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Elaine Williamson</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Water Fitness Classes</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:

- Term: The class, activity or service will begin on <u>April 5<sup>th</sup>, 2010</u> and will meet thereafter with the termination date of this agreement being <u>September 30<sup>th</sup>, 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): \$6.00 per class Revenue Account No. 0001-580-5204-4724-02

#### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="Four thousand eight hundred">Four thousand eight hundred</a> Dollars (\$4,800.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$\_\_30.00 per class\_\_ or \_\_\_\_\_% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

a.	Type of service/instructor: Water Fitness Classes/Elaine Williamson	
b.	Name of class or activity:Water Fitness Classes	
c.	Day(s)/Date(s) Scheduled:Monday - Friday	
d.	Time Scheduled: Varies	
e.	Location: _Therapeutic Recreation _Gleneagles Country Club Aquatic Center	
f	A minimum of 6 and a maximum of 15 haid enrollments must be received by the COLINTY	,

f. A minimum of 6 and a maximum of 15 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

#### 9. **Performance**:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with \_2\_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 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.	<u>Exhibits</u> : If any additional provisions are applicable to the clarand COUNTY may attach applicable Exhibit(s). If any addition licenses and/or memberships applicable to the class or activity attach applicable Exhibit(s). The CONTRACTOR's proposal s Agreement. All Exhibits shall be incorporated into and made a	al r are nou	al requirements such as specialty certifications, are required CONTRACTOR and COUNTY may would also be included as an Exhibit to this	?
11.	County Representative: The County Representative for this County Representative for the County Repre	01	ONTRACT is:	
	P	<del>1</del> : _	I: <u>966-7083</u>	
12.	Indemnification: The CONTRACTOR shall protect, defend, reservants, employees and elected officers harmless from and a cost, damages and/or causes of action of every kind or characterial or appellate levels or otherwise, which may arise from any during the performance of the CONTRACTOR's service under	gai ter, an	painst any and all claims, liability, losses, expense, er, including attorney's fees and costs, whether at and all acts or omissions of the CONTRACTOR	
13.	Notices: All notices required in this Agreement shall be hand requested if sent to the COUNTY shall be mailed to	del	lelivered or sent by certified mail, return receipt	

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 Phone No.

CONTRACTOR'S Name:	Elaine Williamson .
CONTRACTOR'S Address:	332 Puritan Road West Palm Beach, FL 34866
<u>.</u>	

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.

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

- 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. <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. <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
Many Black	Centall
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Marcy Route	1.020.000
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR MUTNESO	INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
	Klami M. Willramson
SIGNATURE	SIGNATURE
Jason Wong	ELAINE M. WILLIAMSON
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FURM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

#### Scope of Services Water Fitness Classes Elaine Williamson

Water Fitness classes expected to be provided 5 times each week include classes titled Water Walking, Water Aerobics and Water Exercise. The classes will be conducted by a trained professional who is also a Certified Water Fitness Instructor. The classes will be conducted under the supervision of a qualified certified American Red Cross Lifeguard at the Palm Beach County Therapeutic Recreation Center Aquatic Facility. Instructor will be in the water with the students.

Skills to be taught include, but are not limited to: aerobic activity, mobility, balance, coordination, rhythmic breathing, walking in the water and personal water safety. Instruction will be based on each individual's ability.

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

Sports & Fitness Insurance Corporation Post Office Box 1967  Madison, MS 39130  Madison, MS 39130  INSURERS AFFORDING COVERAGE  INSURER B: INSURER B: INSURER C: INSURER C: INSURER C: INSURER E:  DVERAGES  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 TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCPOLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		ORD, CERTIFIC	ATE OF LIABI				DATE (MM/DD/YYYY) 1/28/2010
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	Cou 272	Inty Commissioners 8 Lake Worth Road		DATE THEREOF NOTICE TO THE	, THE ISSUING INSUR CERTIFICATE HOLDE	ER WILL ENDEAVOR TO MAIL R NAMED TO THE LEFT, BUT FA	
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ACORD 25 (2001/08)

# S COURS

### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	LANE WILLIAMSON  ne of Recreation Service Provider/Sports Office	<u></u>	
1.	Which service(s) are you interested in pro-	riding? WATER AER	OBIC CLASSES
	WATER WALKING CLASSES	· .	
2.	List prior work experience in providing th	is service:	
		<u>/Company</u>	<u>Representative</u>
	(A). FEB.09 — WYCLIFF	& GOLF	LYUN MANDIGO
	2 COUNTR	EY CLUB	
	Scope of Work WATER FITNESS		Contact #
	DEEP WATER AEROBICS	56	1 964 9200
	WATER AEROBICS		
	WATER WALKING		
*************	WATER YOGA / PILAT	<u> </u>	
		/Company	<u>Representative</u>
		O COMMUNIT	y eddie baron
	Scope of Work		Contact #
	WATER ABROBICS	95	54 444 4650

<u>Dates</u>	Agency/Company	<u>Representative</u>
RARIL'09 - SE	PT'09 P.B.C. PARKS TRE	C. STACY STAEBELL
Scope of Wor	<u>k</u>	Contact #
WATER EXE	BRCISE	561 966 7021
List any licenses/cer	tification/education you have completed rel	levant to providing this service:
<u>Dates</u>	License/certification/education	Location/Instructor
FEB 21 09	U.S.W.F.A. WATER FITH	JESS INSTRUCTOR
	# 9786	JOHN SPANNUTH
FEB '09	C.P.R.9 AED	w.w.w.cpnflorida.net
FEB '09	C.P.R.9 AED BASIC PIRST AID	w.w.w.cpnflorida.net
Are you or any of you and Recreation Department	BASIC PIRST AID our employees related to anyone employed I	
Are you or any of you and Recreation Department	BASIC PIRST AID  our employees related to anyone employed leartment?	

## Contractor Background Screening Consent/Release Form

Applicant's Social Security Number

Full Name (print) ELAINE MARGARET WILLIAMSON Sex F Race C
Date of Birth 03/12/1952 Driver's License No. W452-213-52-592-0
Address 332, PURITAN RD.
CityWEST PALM BEACH State FL. Zip 33405
I, EAINE WILLIAMSON, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>

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

Print Name: ELAINE WILLIAMSON Date: 02/02/2010

Signature: Kame. M. Williamson





# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:

#### ELAINE MARGARET WILLIAMSON

Please print complete name

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

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

		393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients 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
	w .	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

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	incest child abuse, aggravated child abuse, or n contributing to the delinquency or depen negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join drug abuse prevention and control only i person involved in the offense was a min sexual misconduct in juvenile justice pro-	ndency of a child n a criminal gang if the offense was a felony or if any othe nor
-		aled above. Attach another sheet if necessary.)	
Descrip	vition .	Date	<u>es</u> 1900.
E g c ji	uilty or nolo contendere (no co harges under the provisions of	that I have not been charged, found ontest), regardless of the adjudication of the Florida Statutes or under any second to the foundation of the condition of t	on, to any of the foregoing similar statute of another
		<u>OR</u>	
a	Disqualifying charges, acts or c	re that my record may contain one of the contains of the contai	have provided is complete
	Applicant's Signature	e	Date



#### Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001496

DATE : 03/09/2010

#### **CONTRACT INFORMATION** Active

BROW11205804105204 E

NAME :

BROWN, LAUREN

VENDOR CODE:

BROW112058

INSTRUCTOR:

WATER FITNESS INSTRUCTOR

**ACCOUNT NUMBER:** 0001-580-5204- -3422

LOCATION:

THERAPEUTIC RECREATION COMPLEX

PROGRAM:

WATER FITNESS

CONTRACT DATE :

03/08/2010

START DATE :

04/05/2010

END DATE :

09/30/2010

CONTRACT AMOUNT :

1,040.00 REVENUE AMOUNT:

1,716.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,040.00 AMOUNT LEFT :

1,716.00

ASSIGNED CATEGORIES:

WATER EXERCISE 40.00 CLASS

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

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

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Water Fitness Classes</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>April 5<sup>th</sup>, 2010</u> and will meet thereafter with the termination date of this agreement being <u>September 30<sup>th</sup>, 2010</u>.
- 2. <u>Fees</u>: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$6.00</u> per <u>class</u> Revenue Account No. <u>0001-580- 5204-4724-02.</u>

#### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="One-thousand-forty">One thousand forty</a> Dollars (\$1,040.00). 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 \$40.00 per class\_ or \_\_\_\_\_% of the paid enrollment fees for the class or activity.

Type of service/instructor: Water Fitness Classes/Lauren Brown

#### 4. Specific Details:

a.

b.	Name of class or activity: Water Fitness	reived
C.	Day(s)/Date(s) Scheduled:Monday- Friday	receipts
d.	Time Scheduled: Varies	(Eper)
e.	Location:Gleneagles Country Club Aquatic Center	
f.	A minimum of 6_ and a maximum of 15_ paid enrollments must prior to commencement of the class or activity. COUNTY reserves the activity which does not have the specified minimum number of participations.	right to cancel each class or

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

#### 9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with \_2\_\_\_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

10.	and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	County Representative: The County Representative for this CONTRACT is:
12.	Indemnification: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13.	. <u>Notices</u> : All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
	Director of Recreation Services Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461
	and if sent to the CONTRACTOR shall be mailed to:
	CONTRACTOR'S Name:
	CONTRACTOR'S Address: 7909 Venture Center Way # 9108 Boynton Beach, FL 33437
	CONTRACTOR'S Phone No. (561) 598-9014
11	Pomodies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to

10. Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR

- enforce 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	Cerkell
SIGNATURE DEAL	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
·	INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS	Lauren Brown, CTRS
SIGNATURE)	Lauren Brown, CTRS
NAME (TYPE ORPRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

**PALM BEACH COUNTY** 

# Scope of Services Water Exercise Lauren Brown

Water Exercise classes <u>expected to be held once each week</u> will be conducted by a trained professional who is also a Certified Therapeutic Recreation Specialist. The classes will be conducted under the supervision of a qualified certified American Red Cross Lifeguard at the Palm Beach County Therapeutic Recreation Center Aquatic Facility. Instructor will be in the water with the students.

Skills to be taught include, but are not limited to: aerobic activity, mobility, balance, coordination, rhythmic breathing, and personal water safety. Instruction will be based on each individual's ability.

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



### Anne Helfant - Re: Independent Contractor Agreement

From:

Dick Cohen

To:

Anne Helfant

Date:

12/26/2007 2:35 PM

Subject:

Re: Independent Contractor Agreement

#### OK to waive insurance

Dick Cohen, CPCU, CIC, ARM-P Manager, P/L Insurance Division Risk Management Department Palm Beach County 160 Australian Ave., Ste 401 West Palm Beach, FL 33406 (P) 561-233-5432 (F) 561-233-5420 (C)561-373-8336



>>> Anne Helfant 12/26/2007 2:33 PM >>> Hi Dick,

I am reviewing an Independent Contractor Agreement and wanted your opinion as to whether insurance is required. Back in August the same type of agreement came through, and you waived the insurance. Just wanted to make sure you are still in agreement, since every contract is different. The Agreement for an individual to perform a Senior Water Aerobics class for the period January 2, 2008 through September 30, 2008 for a total amount of \$1,440. The Scope of Work provides:

"Water Aerobics classes will be conducted by a trained professional who is also a Certified Therapeutic Recreation Specialist. The classes will be conducted under the supervision of a qualified certified American Red Cross Lifeguard at the Palm Beach County Therapeutic Recreation Center Aquatic Facility. Instructor will be in the water with the students.

Skills to be taught include, but are not limited to: Mobility, balance, coordination, rhythmic breathing, and personal water safety. Instruction will be based on each individual's ability.

Equipment to be used during instruction includes Coast Guard approved personal flotation devices, kickboards, goggles, and buoyant aquatic equipment."

Thanks

Annie



# INTER-OFFICE COMMUNICATION PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

DATE:

February 12, 2010

TO:

Anne Helfant, Assistant County Attorney

THRU:

Kimberly McNeeley, Director, Recreation Services

THRU:

Jennifer Cirillo, Recreation Programs Supervisor &

THRU:

Jackie Lambert, Recreation Programs Coordinator Therapeutic Recreation

FROM:

Stacy Staebell, Recreation Facility Manager II 33

RE:

Water Fitness Instructor Certificate of Liability Insurance

This is to request to waive the certificate of liability insurance for independent contractor Lauren Brown. Ms. Brown will be teaching Water Fitness Classes at the Therapeutic Recreation Complex Pool. She is a Certified Recreation Therapist. Insurance for Ms. Brown was waived in 2007, 2008 and 2009. Please see attached.



### PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Pro	ovider/Sports Official	
Which service(s) are you	interested in providing? Adapt	ive Aquatic
Instructor		
List prior work experien	ice in providing this service:	·
Dates	Agency/Company	<u>Representative</u>
(A). 7-06	Delray Medical Cer	nter
	nerapeutic Recreation Sp	
Scope of Work		Contact #
Patient Care	/ Therapy	561-495-646
<u>Dates</u>	Agency/Company	<u>Representative</u>
(B). May 2005 -	Sept 2005 Beaumont	Shelley Divid
·		
Scope of Work		Contact #
Outpatient	Therapy for TBI in	the pool
,		
· <del>-</del>		

(C).	<u>Dates</u>	Agency/Company	<u>Representative</u>
	Scope of Work		<u>Contact #</u>
List a	any licenses/cert	ification/education you have completed rele	evant to providing this service:
	<u>Dates</u>	License/certification/education	Location/Instructor
1	006	CTES	NCTRC
	<u> </u>		
	008	BLS	Delray Modical (
		BLS	Delray Modical (
		BLS	Delray Modical (
		BLS	Delray Modical (
		BLS	Delray Modical (
20	OOS	ır employees related to anyone employed b	
20	ou or any of you	ır employees related to anyone employed b	
20	ou or any of you Recreation Depa	ir employees related to anyone employed by rtment? ✓ No	
20	ou or any of you Recreation Depa	or employees related to anyone employed by rtment?	
20	ou or any of you Recreation Depa	ir employees related to anyone employed by rtment? ✓ No	

# Contractor Background Screening Consent/Release Form

Applicant's Social Security Number

Full Name (print) <u>Lauren</u>	Brown	Sex F Race White Mative
Date of Birth 12-18-1980	Driver's License No. B	650-530-80-958-0
Address 7909 Venture	Center Way # 0	1108
City Boynton Beach	StateFL	Zip <u>3343</u> 7
I, Lauren Brown information regarding myself. This i		sent for Palm Beach County to obtain
<ul> <li>County, State, and/or Natio</li> <li>Sex Offender Registry Che</li> <li>Current and Former Addres</li> <li>Social Security Number Ve</li> </ul>	ecks sses	ground Records/Information Checks
or via telephone in connection with mereby release and hold Palm Beach and harmless at all times from and a causes of action of every kind and chemical section of every kind section of every kind and chemical section of every kind and chemical section of every kind and chemical section of every kind secti	ny agreement to enter into an County, its agents, designe gainst all claims, liability, expharacter, including attorney's ated with obtaining or releas be held in confidence in acc	ees, employees, and elected officials free penses, losses, costs, fines, damages or s fees and costs, whether at trial or sing the above information. Information
Print Name: Lawen Brow	Wn	_Date: <u>2-11-70</u>
Signature: <u>Jauren</u> (	Brown, J	res

## 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:	Lauren	Brown		
	Pleas	e print complete name		

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

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

Section	ons 393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
Section	ons 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
	741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of 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)
Chap	ter 796	prostitution
Section	on 798.02	lewd and lascivious behavior
	ter 800	lewdness and indecent exposure
	on 806.01	arson
	ter 812	felony theft and/or robbery
Section	ons 817.563	fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Control of the Contro	825.103	exploitation of disabled adults or elderly persons, if the offense was a felony

8 8 8 8 8	27.04 contributing to the contribution of the contributing to the contribution of the	nce by a child vith violence e ecruiting another to join a cri	y of a child minal gang offense was a felony or if any othe
Explanation: (Provide details	of any items initialed above. Attach	another sheet if necessary.)	<b>9</b>
Description		<u>Dates</u>	
By signing this section guilty or nolo contents charges under the p	tion, I affirm that I have not endere (no contest), regardle provisions of the Florida Star affirm that I do not have a decrease.	been charged, found guiss of the adjudication, to	any of the foregoing ar statute of another
3 auren Or Appl	icant's Signature	1-11-11	Date
	<u>.</u>	<u>OR</u>	
Disqualifying charg and true with regard	tion, I declare that my record ges, acts or offences and that I to any of the above charge ature of another jurisdiction	the explanation I have pseudors the provisions of	provided is complete
Applica	nt's Signature		Date



#### Palm Beach County Parks and Recreation Dept.

DATE : 03/22/2010

Contract Tracking System 0000001499

#### **CONTRACT INFORMATION Active**

KREL1139180410525200F

NAME :

KRELLNER, TERESA

VENDOR CODE:

KREL113918

INSTRUCTOR:

BASKETBALL OFFICIAL

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

LOCATION:

WEST BOYNTON PARK & RECREATION CENTER

PROGRAM:

BASKETBALL

**CONTRACT DATE :** 03/17/2010

START DATE :

04/10/2010

END DATE :

05/23/2010

CONTRACT AMOUNT :

1,456.00 REVENUE AMOUNT:

3,080.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

1,456.00 AMOUNT LEFT:

3,080.00

ASSIGNED CATEGORIES:

BASKETBALL OFFICIAL 208.00 DAY

	RECREATION SEF	VICES
ACCOUNT: 0001-580-5252-3422	VENDOR CODE: VC0000113918	CONTRACT:
MC: M PS: Ofec	FSS: W L CC:	/ CA: (7,0)-1.   DD: (1/4)

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

This Agreement is made as of the 17 day of Hack 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Teresa Krellner, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>April 10, 2010</u> and will meet thereafter with the termination date of this agreement being <u>May 23, 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): \$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 <u>One Thousand Four Hundred and Fifty-Six Dollars</u> (\$1,456.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a biweekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$\( \)208.00/day or \_\_\_\_\_ % of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Basketball Official
- b. Name of class or activity: Youth Basketball League
- c. Day(s)/Date(s) Scheduled: Saturdays April 10, 2010 thru May 22, 2010
- d. Time Scheduled: <u>10:00am 2:00pm</u>
- e. Location: West Boynton Park And Recreation Center
- f. A minimum of <u>48</u> and a maximum of <u>64</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.
- 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with 7 days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

- 10. **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	
Carrett i carson FT1, 501-555-1725	

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Teresa Krellner.

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

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

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. <u>Public Entity Crimes:</u> As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. <u>Criminal History Records Check:</u> 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
PALM, BEACH COUNTY, WITNESS	
$\sim //$	Cle Col
Many Beale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
SIGNATURE	
MANEY Reale	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
NAME (TYPE OR PRINT)	
	*INDEPENDENT CONTRACTOR
CONTRACTOR WITNESS	A 12
CONTRACTOR WITHESS	Susakreloner
_/Wt 1 ~	SIGNATURE
SIGNATURE	Teresa Krellner
Garrett Pearson	NAME & TITLE (TYPE OR PRINT)
NAME (TYPE OR PRINT)	

APPROVED AS TO FURM AND LEGAL SUFFICIENCY

anne Helyant

### **SCOPE OF SERVICE**

### Teresa Krellner

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

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

Games will be played on Saturdays from April 10 to May 22, 2010. Game times will range from 10:00am to 3:00pm. A fee for services provided will be \$208.00 per day.



## PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Teresa Krelln	rer	<u>410-90-2332</u>
ne of Recreation Service Provide		FEI/Social Security Number
Which service(s) are you into	erested in providing? <u>R</u> L	feree Assignor
for basketba	ll	
List prior work experience in	n providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). 2008-Present PBC	- Paulo + Rec -Boy	gntm Garrett Pearso
Scope of Work		Contact #
Referee Assignor		(541) 355-11a5
·		
<u>Dates</u> (B).	Agency/Company	Representative
Scope of Work		<u>Contact #</u>

Tar about	Agency/Company	<u>Representative</u>
(C).		
· · · · · · · · · · · · · · · · · · ·		
Scope of Work		Contact #
		**************************************
List any licenses/certific	ation/education you have completed rele	evant to providing this servi
· ·		
<b>7</b> 04	T. /	w a man
<u>Dates</u>	License/certification/education	Location/Instructor
<u>Dates</u> 2004-Present	License/certification/education FHSAA Referee	
		Location/Instructor Various Clini
2004-Present	FHSAA Regeree	Various Clini
2004-Present	FHSAA Regeree  mployees related to anyone employed by	Various Clini
Are you or any of your e	mployees related to anyone employed by	Various Clini
Are you or any of your e and Recreation Departm	mployees related to anyone employed by	Various Clini
Are you or any of your e	mployees related to anyone employed by	Various Clini
Are you or any of your e and Recreation Departm  X Yes   If yes, give name a	mployees related to anyone employed by	Various Clini

# Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Teresa Kreliner Sex F Race W
Date of Birth 3-23-57 Driver's License No. K645 801-57-603-0
Address 14805 Stirrup Cane
City Wellington State FC Zip 33414
I, Teresa Kreliner, 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 Krellner
100000 Kingo





# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

### APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Teresa A Kreliner  Please print complete name	
--	--

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

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

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

	826.04 827.03 827.04 827.05 827.071 843.01 Chapter 847 Section 847.05(1) Chapter 893 Section 985.4045	child abuse, aggravated child contributing to the delinquence negligent treatment of childrens sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another drug abuse prevention and comperson involved in the offense sexual misconduct in juvenile	ey or dependency of a child in the control of a child ther to join a criminal gang atrol only if the offense was a minor	
Ex	xplanation: (Provide details of any items in			
	escription		Dates	
<del></del>				
	. '			
Γhe	By signing this section, I affirm		INITIAL:	2K
	guilty or nolo contendere (no c charges under the provisions of jurisdiction. I also affirm that offenses.	ontest), regardless of the adj f the Florida Statutes or unde	udication, to any of the	e foregoing
	Slesa A. Lyre	0000	2/28/10	
	Applicant's Signa	ture	Date	
		OR		
	By signing this section, I declar Disqualifying charges, acts or o and true with regard to any of the under any similar stature of ano	iftences and that the explanation above charges under the p	tion I have provided in	000001040
	Applicant's Signature	-	Date	

Updated 12/16/05



#### Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001498

DATE : 03/22/2010

#### **CONTRACT INFORMATION** Active

NEME00010410530200M

Certificate of Insurance

NAME:

NEMET, KEN

VENDOR CODE:

NEME0001

INSTRUCTOR:

MASTERS SWIM TEAM COACH

**ACCOUNT NUMBER:** 0001-580-5302-00-3422

LOCATION:

LAKE LYTAL FAMILY AQUATIC CENTER

PROGRAM:

SWIMMING

**CONTRACT DATE :** 03/17/2010

START DATE :

04/01/2010

END DATE :

06/30/2010

CONTRACT AMOUNT :

2,000.00 REVENUE AMOUNT:

2,500.00

USED AMOUNT :

0.00 USED AMOUNT :

0.00

AMOUNT LEFT :

2,000.00 AMOUNT LEFT :

2,500.00

ASSIGNED CATEGORIES:

SWIM TEAM COACH

0.80 PCT

			AQUATICS				
ACCOUNT: 0001-580	- 5302 -3422	VENDOR CODE:		CONTRACT:			
MC: ga	PS: 2CD	FSS: "Y	cc: A	CA: (	70H.	DD: DHL	
U		****	d				

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

This Agreement is made as of the <u>17</u> day of <u>Med</u> 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Ken Nemet</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>United States Masters Swimming Program</u>, 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>April 1, 2010</u> and will end on <u>June 30, 2010</u> unless terminated sooner by either party in accordance with Article 7 of this Agreement.
- 2. <u>Fees:</u> Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$40.00</u> per Revenue Account No. <u>0001-580-5302-472405</u>.

#### 3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <a href="Two Thousand">Two Thousand</a> Dollars (\$2,000). 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 for services rendered toward the completion of the Scope of Services. 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 80% of the paid enrollment fees for the class or activity.

#### 4. Specific Details:

- a. Type of service/instructor: Master's Swim Team Coach
- b. Name of class or activity: <u>United States Masters Swimming Program</u>
- c. Day(s)/Date(s) Scheduled Monday- Thursday & Saturday/ Fridays as applicable
- d. Time Scheduled: <u>6:00 P.M.-7:30P.M.</u> (M-F) 8:00 A.M- 9:30 A.M.(Sat)
- e. Location: Lake Lytal Family Aquatic Center, 3645 Gun Club Road, West Palm Beach, FL 33406
- f. A minimum of <u>5</u> and a maximum of <u>60</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.
- 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.
- Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

11. County Representative: The County Representa	tive for this CONTRACT is:
Jason Walsh	PH: <u>561-684-2685</u>

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

Director of Aquatics
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: Ken	Nemet .	
CONTRACTOR'S Address:	3265 El Camino Real, West Palm Beach, FL 33409	
CONTRACTOR'S Phone No.	(561) 697-4580	

- 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. <u>Criminal History Records Check:</u> 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. <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
Many Boale	Eler Coll
MANCY Boale	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OF PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
/	·
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Jan Whilsh	
S(S)(4) (1) (M)**	SIGNATURE
Juy Wolsh	Keu Nemet
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCE

COUNTY ATTORNEY

#### **SCOPE OF SERVICES**

The basic requirements for the Head US Masters Swimming Coach (CONTRACTOR) are as follows:

CONTRACTOR shall provide these services during the term of this contract in compliance with all terms of the agreement. The indemnification statement shall not apply to claims by the Contractor against the County for the County's failure to perform under this agreement. If any conflict arises, this Scope of Services will super cede.

CONTRACTOR will be responsible for organizing and supervising a USMS program in accordance with USMS standards and the approved USMS rule book. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for ages 18 and over.

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. CONTRACTOR will be required to make decisions regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe. If chemical levels are not reading between 1.0-3.0 for chlorine and 7.2-7.6 for pH, swimmers should not enter the pool. 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 shall be provided with and follow established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS. Should a serious incident or injury occur at the facility, CONTRACTOR must notify Facility Manager or nearest lifeguard.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Aquatics Director as outlined in Attachment A. CONTRACTOR will work with and maintain open dialogue with the facility manager regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by general interaction and scheduled meetings as needed.

CONTRACTOR will ensure that all participants be 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 will be certified in American Red Cross Safety Training for Swim Coaches; First Aid; CPR (equivalent or higher training) and a first aid kit will be made available at all times. 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.

CONTRACTOR will provide responses to public questions and requests for program information and membership details. CONTRACTOR shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide the facility manager with 10 days notice of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall notify the facility manager of any unanticipated absences. The County will provide the CONTRACTOR with 10 days notice of anticipated events that would affect the Masters scheduled practices or approved activities.

CONTRACTOR will provide copies of any literature pertaining to the USMS swim team to the facility manager and obtain approval from the facility manager for all activities at the facility other than permitted practice times.

Adhere to applicable COUNTY policies and procedures (<u>www.pbcgov.com</u> Select/Government, Select/Policies and Procedures Manual to view all general COUNTY policies and procedures).

CONTRACTOR will provide the facility manager a monthly list with registered US Masters containing the following information: first name; last name. All changes to this information must be made monthly and provided to the facility manager.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down and clean up for all swim meets hosted by the Masters team.

#### Use of Premises

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

CONTRACTOR will submit written requests for lane space to the facility manager on an annual basis. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. In order to accommodate programming needs, the facility manager may request multiple swimmers per lane. 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.

CONTRACTOR will ensure proper use and care of all equipment by Contractor and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean.

CONTRACTOR will inform the facility manager (or Recreation Specialist) immediately via e-

mail, telephone or in person of any equipment malfunction or failure, as listed in attachment A.

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.

#### Personnel

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.

#### Program Fees & Charges

The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all program fees (\$40.00 per month per participant or the \$20.00 half month fee as applicable for new swimmers) and charges from participants. (Fees may be subject to change as approved by the Director of the Parks & Recreation Department.) All program fee and charges payments will be made payable to: **Board of County Commissioners.** The COUNTY will provide the CONTRACTOR with bi-weekly reports updating participant's payment status. CONTRACTOR shall assist COUNTY with the collection of fees.

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

#### Payments To CONTRACTOR

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

#### COUNTY payment of registration fees

The COUNTY will pay for the Annual USMS team registration upon receiving the renewal request from the CONTRACTOR, but not the team member's individual registration. The payment will vary according to the bi-laws of the USMS organization.

#### Changes to existing contract

In paragraph 9a3 of initial contract: The CONTRACTOR will <u>not</u> provide written workouts to the COUNTY.

The COUNTY will provide IRS form 1099 (Miscellaneous Non-Employee Compensation, Box 7) to the CONTRACTOR.



# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

# SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

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<u>Dates</u> (A).	Agency/Company	
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<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
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(C).	<u>Dates</u>	Agency/Company	<u>Representative</u>
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Are you and Rec	or any of your creation Depar	License/certification/education  or employees related to anyone employ rtment?	Location/Instructor

ACORD TM CERT	TIFICATE OF LIABIL	ITY INSURANCE	<b>Date</b> 03/02/10
Producer P: 1-602-840-3234  Risk Management Services, Inc. P.O. Box 32712  Phoenix, AZ 85064-2712 Agent:	THIS CERTIFICATE IS ISSUED AS A MATTER OF ONLY AND CONFERS NO RIGHTS UPON THE CER HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER THE COVERAGE AFFORDED BY THE POLICE		FICATE XTEND OR
Insured LAKE LYTAL MASTERS	INSURE	RS AFFORDING COVERAGE	NAIC #
United States Masters Swimming etal Inc LMSC's KEN NEMET	cl. Insurer A:	National Casualty Company	
3645 GUN CLUB ROAD WEST PALM BEACH, FL 33406	Insurer B:	Federal Insurance Company	
The second of th	Insurer		

#### 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.

Insurer D:

Insurer

r	Add' I Insr d	Type of Insurance	Policy Number	Policy Effective (MM/DD/Y Y)	Policy Expiration (MM/DD/Y		
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		AUTOMOBILE LIABILITY    Any Auto    All Owned Autos				Combined Single Limit (Ea accident) Bodily Injury	\$

		Scheduled Autos    Hired Autos    Non-Owned Autos          				(Per person) Bodily Injury (Per accident) Property Damage (Per accident) Auto Only-	\$
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	OTI AD8	<b>HER</b>	9906-7881	01/01/1 0	01/01/1 1	MAXIMUM MAXIMUM	\$ 5,000 \$ 25,000 \$

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

Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as

Additional Insured but only as respects to the Named Insured's operations per the attached ADDITIONAL INSURED

ENDORESEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

#### **Certificate Holder**

Reference
Palm Beach
County Board of
County
Commisioners
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 INSURER, ITS USA AGENTS OR

REPRESENTATIVES.

**Authorized Representative** 

Carolyn J. Blumit

ACORD 25 (2001/08) © ACORD CORPORATION 1988



# Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) KEN NEMET Sex M Race
Date of Birth 7/31/36 Driver's License No.
Address 3265 EL CAMINO REAL
City W-P-B State FL Zip 33409
I, KEN NEMET, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
<ul> <li>County, State, and/or National Criminal History Background Records/Information Checks</li> <li>Sex Offender Registry Checks</li> <li>Current and Former Addresses</li> <li>Social Security Number Verification</li> </ul>
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages of causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Ken Nemet Date: 1/31/10
Signature:
The state of the s

# 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:	1/62	NEMOT			٠, .
	Please prin	nt 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 393.135 394.4593 Sections 415.111 741.30	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients adult abuse, neglect, or exploitation of aged person or disabled adults domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
782.04	family or household member
782.07	murder
702.07	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
<b></b> 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
825.103	person or disabled adult exploitation of disabled adults or elderly persons, if the offense was a felony

***	_ 826.04	incest		
	_ 827.03		lld abuse, or neglect of a child	
	_ 827.04	contributing to the delinque	ency or dependency of a child	
, <del></del> ,	827.05	negligent treatment of child		
	827.071	sexual performance by a ch		
	843.01	resisting arrest with violence	e e	
	Chapter 847	obscene literature		
	Section 847.05(1)		nother to join a criminal gang	
<del></del>	_ Chapter 893		control only if the offense was a fel	lony or if any oth
	_ Section 985.4045	person involved in the offer		
		sexual misconduct in juven		
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charges u	ander the provisions	of the Florida Statutes or v	inder any similar statute of an	other
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	Applicant's Signatu	ire	Date	