Agenda Item #3.M.4.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 16, 2010	[X] Consent [] Ordinance	[] Regular []Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Palm Beach County Officials Association, Inc., Flag Football Official, Westgate Park and Recreation Center for the period October 1, 2010, through September 25, 2011, in an amount not-to-exceed \$9,246. (PALM016810105232Y);
- B) Modern Bujutsu Karate Florida, Inc., Martial Arts, Therapeutic Recreation Complex for the period October 1, 2010, through September 30, 2011, in an amount not-to-exceed \$3,150. (BUJUTSU11763310105204H);
- C) Cindy Martling, Exercise Class, West Jupiter Recreation Center for the period October 1, 2010, through October 1, 2011, in an amount not-to-exceed \$4,600. (MART10875010105233E);
- D) Frankie Thomas, Dance Class, Westgate Park and Recreation Center for the period October 1, 2010 through September 30, 2011, in an amount not-to-exceed \$1,200. (THO12557510105204C);
- E) Lila Yama, Inc., Yoga, Therapeutic Recreation Complex for the period October 1, 2010, through September 30, 2011, in an amount not-to-exceed \$3,360. (LILA13126610105204A); and
- F) Palm Beach County Officials Association, Inc., Volleyball Official, West Boynton Park and Recreation Center for the period November 2, 2010 through December 15, 2010, in an amount not-to-exceed \$1,344. (PALM016811105252Z).

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. Districts 1, 2 and 3 (AH)

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

The 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: Indepe	endent Contractor Agreements (6)	
Recommended by:	En Cace	10-20-10
	Department Director	Date
Approved by:	Ju	10/27/10
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	22,900	-0-	-0-	-0-	-0-
External Revenues	(27,532)	-0-	-0-	-0-	-0-
Program Income (County		-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	0-	-0-
NET FISCAL IMPACT	_(4,632)		0	0-	0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	0			
Is Item Included in Curre	nt Budget?	Yes <u>X</u>	No		
Photographic 14 A 4 A 1					

Budget Account No.:

Fund <u>0001</u> Department <u>580</u> Unit <u>various</u>

Object <u>3422/</u>Revenue Source <u>4721/4724</u> Program N/A

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

	Contractor	Revenue	Expense
Α	Palm Beach County Officials Association, Inc.	\$3,150	\$9,246
В	Modern Bujutsu Karate Florida, Inc.	\$4,500	\$3,150
С	Cindy Martling	\$6,572	\$4,600
D	Frankie Thomas	\$1,750	\$1,200
E	Lila Yama, Inc.	\$6,720	\$3,360
F	Palm Beach County Officials Association, Inc.	\$4,840	\$1,344
	Totals	\$27,532	\$22,900

C.	Departmental Fiscal Review:	chopelakis	

III. REVIEW COMMENTS

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

OFMB	() ()
B. Legal Sufficiency:	21/2/12/12

C. Other Department Review:

Department Director

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

G:\NBeale\AGENDAS\11-16-10 R&F ICA.doc

RECREATION SER	(VICES	
ACCOUNT: 0001-580- 5232 -3422	D PALA 016810105232	V
MC: YH PS: ACC FSS: OF CC:	CA: O AL DD: O	℃

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 20 day of 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2010</u> and will meet thereafter with the termination date of this agreement being <u>September 25, 2011</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$350.00 per team. (League Fee \$300.00) Revenue Account No. 0001-580-5232 -4721-04 and (Light Fee \$50 per-team) Revenue Account No.0001-580-5232-4729-02

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Nine Thousand Two Hundred Forty Six Dollars.
 (\$9,246.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a biweekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$23.00 per- game or ______% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Adult Flag Football Referee
- b. Name of class or activity: <u>Adult Flag Football League</u>
 48 regular season games and 11 tournament games
- c. Day(s)/Date(s) Scheduled: Wednesdays, October 1, 2010 September 24, 2011
- d. Time Scheduled: 7pm, 8pm and 9pm
- e. Location: Westgate Park and Recreation Center



- f. A minimum of <u>6</u> and a maximum of <u>12</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.
- 5. <u>Independent Contractor Status</u>: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. <u>Subcontracting</u>: The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

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

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

<u>Lee Powell</u> PH: <u>(561) 694-5455</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 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:

TALL BEAST OF TOTALS AGENTAGES, FT. 33413

CONTRACTOR'S Phone No.

6847010

...

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

- all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
- 19. <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	
Many Baile	
SIGNATURE	PALM BEACH COUNTY
NANCY BEALE NAME (TYPE OR PRINT)	Cercore
	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
CONTRACTOR WITNESS	
Le p. Power	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
SIGNATURE Lee B. Powell NAME (TYPE OR PRINT)	INDEPENDENT CONTRACTOR
	NAME & TITLE (TYPE'OR PRINT)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY COUNTY ATTORNEY	NAME A JILLE (TIPE ON PRINT)
TITORNEY	

Memo

To: Adrienne Huisman - Recreation Programs Coordinator

From: Kristofor Sewer – Recreation Specialist II

Date: August 16, 2010

Re: Referee – Scope of Services

Russ Black (Palm Beach County Official's Association

Russ Black / (PBCOA) will be officiating Adult Flag Football beginning Wednesday, September 15, 2010, through Wednesday, June 16, 2011 from 7:00pm – 9:00pm.

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

CERTIFICATE OF INSURANCE		09/22/2009
PRODUCER American Specialty Insurance & Risk Services, Inc. 112 North Main Street 10ke, Indiana 46783	THIS CERTIFICATE IS ISSUED AS A MATT ONLY AND CONFERS NO RIGHTS UPON T HOLDER. THIS CERTIFICATE DOES NOT ALTER THE COVERAGE AFFORDED BY T	THE CERTIFICATE AMEND, EXTEND, OR
IN TOURED National Association of Sports Officials (NASO)	INSURERS AFFORDING COVER/ INS. A: AXIS Insurance Company	NGE
2017 Lathrop Avenue	INS. B:	
Racine, WI 53405	INS. C:	
PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PLACE GREENACRES, FL. 33413		
		·
	CERT NUMBER: 1000824572	
COVERAGES		

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

INS	POLICY		POLICY	POLICY	A 15	
LTR	TYPE	POLICY NUMBER	EFFECTIVE	EXPIRATION	LIMITS	
				1	General Aggregate-Per Association	2,000,000
	GL	AXGL02100090-09	09/30/2009	09/30/2010	Products-Completed Operations Aggregate	2,000,000
Α			40.04	40.04	Personal and Advertising Injury	1,000,000
•			12:01 a.m.	12:01 a.m.	Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
				1	Medical Expense Limit (Any One Person)	Excluded
				•	per a construction of the	
					Each Occurrence	2,000,000
	xs	AXXS01100311-09	09/30/2009	09/30/2010	General Aggregate	2,000,000
3						
		·	12:01 a.m.	12:01 a.m.		
				1		l

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

- Evidence of Insurance coverage only, effective September 30, 2009.
- Other Named Insured:Those NASO-member associations that have paid the appropriate premium and have been endorsed to the policy, but only white acting in their capacity as a NASO-member local association including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge and sidlis.
- Coverage applies to the Named Insured with respect to the PALM BEACH COUNTY OFFICIALS ASSOCIATION.
- Other Named Insured (cont'd): Coverage shall include board of directors, officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage. Independent officials' agencies that are NASO-member local associations, but only white acting in their capacity as such.

CE	ER	TI	FIC	CAT	E HO	OLDI	ER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF

LAKE WORTH, FL.

FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 6TH AVENUE SOUTH

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF APPLIES OF REPOPERENTATIVES. AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



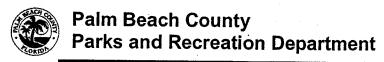
PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	ovider/Sports Official	FARRAL HOE
Which service(s) are you	interested in providing? FLAG	10010119
List prior work experien	ce in providing this service:	•
Dates	Agency/Company	<u>Representative</u>
(A). 1990 - 20)	0100	1/40,006
, , , , , , , , , , , , , , , , , , , ,		Bo ()
2000-201	Wellington	price vertice
1000-201	e Boyal PALLEH	Mike Merilac
Coops of Work	1/	Contract #
Scope of Work	e + TAPLE FOOTBAL	<u>Contact #</u> J
TLAG TOOTBAL	L+ HOPLE BOTEST	
<u>Dates</u>	Agency/Company	<u>Representative</u>
<u>Dates</u> (B).	Agency/Company	<u>Representative</u>
	Agency/Company	<u>Representative</u>
	Agency/Company	<u>Representative</u>
	Agency/Company	<u>Representative</u>
(B).	Agency/Company	
	Agency/Company	<u>Representative</u> <u>Contact #</u>
(B).	Agency/Company	

(C).	Agency/Compa	<u>ny</u> <u>Ne</u>	<u>presentative</u>
			· · · · · · · · · · · · · · · · · · ·
Scope of W	<u>Vork</u>	· · · · · · · · · · · · · · · · · · ·	Contact #
List any licenses/o	certification/education you have o	completed relevant to p	oviding this serv
Dates Conpeny	License/certification/ed	lucation Loc Coast Jackse	ration/Instructor
	FLAC		·
			· · · · · · · · · · · · · · · · · · ·
Are you or any of and Recreation D	f your employees related to anyon Department?	e employed by the Paln	n Beach County
and Recreation D	Pepartment?	e employed by the Paln	n Beach County
and Recreation D ≟ Yes	Pepartment?	e employed by the Paln	n Beach County



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
A periodit o decidi decidity (varibor)
Full Name (print) / 150/ B/DC/ Sex / Race / Race / Description Sex / Race
Date of Birth 10/24/9 Driver's License No. 140/32473820
Address 1320 F15/PMS R
City $////$ State $-/$ Zip $-/$ 34/3
I,, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:
 County, State, and/or National Criminal History Background Records/Information Checks Sex Offender Registry Checks Current and Former Addresses Social Security Number Verification
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name:Date:
CMTERIO

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 falsi cation, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT:	grussell Brack	
	Please print complete name	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
	G4'	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
	i	782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
*		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section	798.02	lewd and lascivious behavior
	Chapter	800	lewdness and indecent exposure
	Section		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	incest	
	827.03 827.04	child abuse, aggravated child abuse, or neglect of a child	,
	827.05	contributing to the delinquency or dependency of a child negligent treatment of children	
	827.071	sexual performance by a child	
	843.01	resisting arrest with violence	
	Chapter 847	obscene literature	
	Section 847.05(1) Chapter 893	encouraging or recruiting another to join a criminal gang	
		drug abuse prevention and control only if the offense was a felony or if any person involved in the offense was a minor	/ oth
	Section 985.4045	sexual misconduct in juvenile justice programs	
Expla	nation: (Provide details of any item	ns initialed above. Attach another sheet if necessary.)	
Descr	ription	Dates	
7	have Obblas	1979	
-//	111076		
·	/		
Γhe ab	ove statements are true and com	plete to the best of my knowledge. INITIAL:	

c	harges under the provisions	firm that I have not been charged, found guilty or entered a plea of o contest), regardless of the adjudication, to any of the foregoing s of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these	
0	ffenses.	A O O O O	
. .	KIAAA	ATTITUTE OF THE PARTY OF THE PA	
_	1 Hall Y	14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	Applicant's Sig	gnature Date	
			
	l	OR	
D.	v cionina this seed to T. 1		
ם	isqualifying charges, sets	clare that my record may contain one or more of the foregoing	
, ~	roqualitying charges, acre of	If Offences and that the explanation I have the state of	
1	nder any similar stature of a	I He above charges under the provisions of the Elevis Control	
	(Hullette)	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
_	MINUCTAL	WX _ 1-5-10	
	Applicant's Signat	ture Detail	
		Date	

Updated 12/16/05

	RECREATION SERVICES	
ACCOUNT: 0001:580-25204-342	STATE OF THE PROPERTY OF THE P	231010520414
MC: Gy IPS: 20	CONFSS NUMBER OF CAROLOGICA: OF CAROLOGICA C	D: AGES

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **27** day of **32**, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Modern Bujutsu Karate Florida, Inc.</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2010</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2011</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>\$60.00</u> per <u>session</u>. Revenue Account No. <u>0001-580- 5204-4721.09</u>

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of three-thousand-one-hundred-and-fifty-dollars (\$3,150.00). 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 <u>70%</u> of the paid enrollment fees for the class or activity.

4. Specific Details:

- Type of service/instructor: <u>Martial Arts/Alexis Cardona, Arelis Matos Cardona</u>
- b. Name of class or activity: Martial Arts
- c. Day(s)/Date(s) Scheduled: Monday's-Friday's
- d. Time Scheduled: 6:30p.m-7:30p.m
- e. Location: CMAA Therapeutic Recreation Complex Gymnasium
- f. A minimum of <u>8</u> and a maximum of <u>25</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

- a. CONTRACTOR agrees to:
- 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
- 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
- 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
- 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:

Renata Watson	DU- (564) 066 7000
Renata Watson	PH: (561) 966-7022

- 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: Modern Bujutsu Karate Florida Inc

CONTRACTOR'S Address: 13551 North Umberland Circle Wellington, FL 33414

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

- 14. <u>Remedies:</u> This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
- 15. Availability of Funds: The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 16. <u>Arrears:</u> The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 17. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. <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

- 19. <u>Severability:</u> If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 20. Entirety of Contractual Agreement: The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
- 21. Office of the Inspector General: Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statues, in the same manner as a second degree misdemeanor.

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY Lew Care
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
NAME (TYPE OR PRINT)	Alexis Cardona President NAME & TITLE (TYPE OR PRINT)

APPROVED AS 10 FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

4

Scope of Services Martial Arts Modern Bujutsu Karate Florida Inc.

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

Evidence of Insurance

PRODUCER

Martial Arts Group, Inc. / Donald D. Prue (Agent) 767 S. State Rd. 7 Suite 15

Margate, FL 33068 1-800-207-6603 Fax: 954-917-6892

www.igomag.com Email: mygroup@bellsouth.net

THIS CERTIFICATE IS ISSUED AS A NOTICE OF ISURANCE FOR THE "INSURED MEMBER" FOR THE SCHEDULE OF "INSURED EVENTS" REFERENCED HEREIN. THIS CERTIFICATE AND THE INSURANCE POLICY ISSUED TO THE NAMED INSURED FORM THE ENTIRE CONTRACT WITH RESPECT TO THE "INSURED MEMBER". THIS CERTIFICATE IS FURNISHED IN ACCORDANCE WITH AND ALL RESPECTS IS SUBJECT TO THE TERMS OF THE POLICY.

INSURED

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

33414

INSURANCE COMPANY AFFORDING COVERAGE

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

-	A SECOND HIS CONSTITIONS OF SOCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
	Туре	of Insurance	Insurance Company	POLICY EFFECTIVE DATE	Term	LIMITS	
	General Liab		General Liability Carrier is State Specific			GENERAL AGGREGATE	\$2,000,000
	Х	COMMERCIAL GENERAL LIABILITY	Capitol Specialty Corporation			PRODUCTS AGGREGATE	\$1,000,000
×			Policy #CS218051 (AL, AK, CT, IN, KS, LA, ME, MA, NH, NJ, NV, NY, OH, OK, & WV)	5/27/10	4 V	PERSONAL & ADV. INJURY	\$1,000,000
	X	Athletic Participants Coverage		3/2//10	1 Year	EACH OCCURRENCE	\$1,000,000
	X	Landlords Additional Insured	Riverport Insurance Company a member or Berkley Insurance Group WRD 180010 (All Other States)			FIRE DAMAGE (Any One Fire)	\$100,000
L	х	Includes Property Damage				Deductible	\$0
,	Accident Med	dical Insurance				Total per Accident	\$100,000
x	X Students & Staff	Students & Staff	Accident Carrier State Specific (Berkley, Lloyds, American Sentinel/Aegis or QBE)	5/27/10	1Year	Deductible	\$250
<u> </u>		,					

CERTIFICATE HOLDERS / ADDITIONAL INSURED'S:

Town of Palm Beach Township Comm. Assoc. PBC Board of Co. Comissioners

LOCATIONS:

340 Seaview Ave. Palm Beach, FL 33480

2424 Lyons Road Coconut Creek, FL 33063 COPY

DESCRIPTION OF OPERATIONS / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:

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

AUTHORIZED REPRESENTATIVE

Donald D. True

SONIO

PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

M	artial Arts - (Karate)
Name	of Recreation Service Provider/Sports Officials
1.	Which service(s) are you interested in providing? Leach Martial Arts
	at West boytan Park + Recreation
2.	List prior work experience in providing this service:
	Dates Agency/Company Representative (A). 9/2002 - Present West Boyton Jim Hammene West Boyton FL
	Scope of Work Teach Martial Arts & Children
. •	Avd Adulls for 4 years to To gears. (56) 355-1125
	(B). 9/1993 Present TCNA Linda Urlich Coconut Creek FL (954) 973-7022
	Scope of Work Leach parate to Viids Contact # adultes
	(954) 973·762z

<u>Dates</u> (C).	Agency/Company	<u>Representative</u>
Scope of Work		Contact #
		· · · · · · · · · · · · · · · · · · ·
	· · · · · · · · · · · · · · · · · · ·	
List any licenses/certific:	ation you have completed relevant to pr	oviding this service:
List any licenses/certifica <u>Dates</u>	ation you have completed relevant to pro	oviding this service: <u>Instructor</u>
	School/Training Location	
	School/Training Location	
	School/Training Location	
	School Training Location 19th degree Block helt 3nd degree Block helt 3nd degree Block helt Lith degree block helt	
<u>Dates</u> 5/95 5/97 0/00 1/05	School/Training Location 19th degree Brock held 3rd degree Block held Lith degree block held mployees related to anyone employed by	Instructor Macky Mauel Mary Mauel Mary Manuel Mary Maruel
Dates 5/95 5/95 6/95 Are you or any of your eand Recreation Department	School/Training Location 19th degree Brock held 3rd degree Block held Lith degree block held mployees related to anyone employed by	Instructor Macky Mauel Mary Mauel Mary Manuel Mary Maruel

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Contractor Background Screening Consent/Release Form

Applicant's Social Security Number Sex M Race His PANIC ____ Driver's License No. <u>C635-000-68-384-0</u> 551 Northumber and Cir. City Wellington State F1 zip 33414 I. Alexis Cardowa , 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. Signature:

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT:	Alexis CANDONA	
	Please print complete name	

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
	a .	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

	t .	826.04	inaaat		
	··-··	827.03	incest child abuse, aggravated ch	ild abuse, or neglect of a child	
		827.04		ency or dependency of a child	•
		827.05	negligent treatment of chil		
		827.071	sexual performance by a cl		
	•	843.01	resisting arrest with violen	ce	
	 	Chapter 847	obscene literature		
		Section 847.05(1)		another to join a criminal gang	
		Chapter 893		control only if the offense was a felo	ny or if any other
		Section 985.4045	person involved in the offe sexual misconduct in juver		~
Ex	planation: (Pro	ovide details of any items in	nitialed above. Attach another she		
		vide details of any itelias in	milated above. Attach allogiel she	at it necessary.)	
De:	scription			<u>Dates</u>	
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			<u>. </u>		
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The	above statem	ents are true and comple	ete to the best of my knowledge	e. INITIAL:	2)

	By signin	g this section. I affir	m that I have not been ch	arged, found guilty or entered a	nles of
	guilty or i	nolo contendere (no	contest) regardless of the	adjudication, to any of the fore	pica oi
	charges u	nder the provisions of	of the Florida Statutes or u	inder any similar statute of ano	thor
1	iurisdictio	on I also affirm that	I do not have a delinquen	acy record that is similar to any	uler
	offenses.	ii. Taiso allilli tilat	I do not have a definiquen	cy record that is similar to any	of these
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٠.		Applicant's Sign	ature	Date	
				24.0	
	•				
			<u>OR</u>		
	By signing	this section. I decla	are that my record may co	ntain one or more of the forego	
	Disqualify	ing charges, acts or	offences and that the avent	anation I have provided is com	ing
	and true w	rith regard to any of	the shows showers we don't	anation I have provided is com	plete
	under any	similar stature of an	other inviediction	he provisions of the Florida Sta	itutes or
	under any	omma statute of au	outer jurisaiction.		
	-				
		Applicately C:			
		Applicant's Signatur	re	Date	

Updated 12/2006



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number

Full Name (print) Arelis Matos. Cardona Sex F Race Hispanic
Date of Birth 3/25/67 Driver's License No. 06350/3676050
Address 13551 Northumberland Circle
city Wellington 9 State FL zip 334/4
City Wellington 9 State FL Zip 334/4 I, Arelis M. Cardona, authorize and give consent for Palm Beach County to obtain
information regarding myself. This includes the following:

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

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

Print Name: Arelis Matos. Cardona Date: 8/9/10

Signature: Julies Mato. Cardona

Title 1/24/0



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

APPLICANT DISCLOSURE (Please read carefully)

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

APPLICANT: Arelis Matos - Cardonas
Please print complete name

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

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

	Sections		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
		702.04	family or household member
		782.04	murder
	•	782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
•		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
-		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		. ,	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		. ,	child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
	Section		lewd and lascivious behavior
	Chapter	800	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
•		005 100	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	incest child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child negligent treatment of children sexual performance by a child resisting arrest with violence obscene literature encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor			
Section 985.4045	sexual misconduct in juvenile justice programs			
-	initialed above. Attach another sheet if necessary.)			
Description	<u>Dates</u>			
The above statements are true and comp	plete to the best of my knowledge. INITIAL:			
guilty or nolo contendere (no charges under the provisions jurisdiction. I also affirm the offenses.)	firm that I have not been charged, found guilty or entered a plea of contest), regardless of the adjudication, to any of the foregoing of the Florida Statutes or under any similar statute of another at I do not have a delinquency record that is similar to any of these			
(Applicant's Sig	gnature Date			
	<u>OR</u>			
Disqualifying charges, acts of	clare that my record may contain one or more of the foregoing or offences and that the explanation I have provided is complete of the above charges under the provisions of the Florida Statutes or another jurisdiction.			
Applicant's Signa	ture Date			

	RECREATION SERVICES D	IVISION	
ACCOUNT: 0001-580-5233-3422	VENDOR CODE: MART108750	CONTRACT: MARTIO87	5010105233E
MC: 74H PS: JCC	FSS: P CC:	CA: O OH	. DD: みと
. 0			

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **27** day of **2010**, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Cindy Martling</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2010</u> and will meet thereafter with the termination date of this agreement being <u>October 1, 2011</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): \$5.00 per Class Revenue Account No. 0001-580-5233-4721-09.

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Four thousand six hundred Dollars (\$4,600.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$_____ or __70_% of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: <u>exercise class/Cindy Martling</u> **Boot Camp, Stroller Power**
- b. Name of class or activity: <u>exercise class</u>
- c. Day(s)/Date(s) Scheduled: October 1, 2010 September 30, 2011
- d. Time Scheduled: <u>Various times Monday Saturday</u>
- e. Location: West Jupiter Recreation Center
- f. A minimum of <u>5</u> and a maximum of <u>15</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

	and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11.	. County Representative: The County Representative for this CONTRACT is:
	Alison Schram PH: <u>561-694-5430</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.	. <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: Cindy Martling
	CONTRACTOR'S Address: 10296 Sandy Run Road, Jupiter, FL 33478
	CONTRACTOR'S Phone No. 561-746-0436

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

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

- 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.
- 21. Office of the Inspector General: Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statues, in the same manner as a second degree misdemeanor.

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

PALM BEACH COUNTY WITNESS Blule	PALM BEACH COUNTY Cerclase
NAME (TYPE OR PRINT)	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS Alison Schram	INDEPENDENT CONTRACTOR SIGNATURE CINAL Martina
NAMÉ (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

Scope of Services

Cindy Martling West Jupiter Fitness

West Jupiter Fitness offers various cardio and strength programs for all fitness levels. Each one-hour class challenges the participant through cardiovascular and strength endurance activities. Using weights, resistance tubes and body weight, the participant will strengthen their muscles and burn fat and calories. Each class concludes with stretching to improve flexibility.

COVE E POLIC Y REQU	indy Martling 1296 Sandy Run Rd Upiter FL 33478 ERAGES IES OF INSURANCE LISTED BELOW HAVE BE	Agency Lic	# 0377645 INSURER A:	FFORDING COVERAG		
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COVE E POLIC LY REQU LY PERT, LUCIES	RAGES IES OF INSURANCE LISTED BELOW HAVE BE		INSURER B: INSURER C:			
E POLIC Y REQU Y PERT. LICIES	IES OF INSURANCE LISTED BELOW HAVE BE		INSURER D:			
E POLIC Y REQU Y PERT. LICIES	IES OF INSURANCE LISTED BELOW HAVE BE		INSURER E:			
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X	X PROFESSIONAL LIABILITY				PERSONAL & ADV INJURY S	1,000,00
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	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG. S	3,000,00
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	SCHEDULED AUTOS				(Per person) S	
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LANY	PROPRIETOR/PARTNER/EXECUTIVE ER/MEMBER EXCLUDED?	-			E.L. EACH ACCIDENT S E.L. DISEASE-EA EMPLOYEE S	
	describe under SPECIAL PROVISIONS below				EL DISEASE-POLICY LIMIT S	
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s unders	ION OF OPERATIONS/LOCATIONS/VEHICLES stood and agreed that the following entity is a insureds sole negligence.				e named insured except that liability re	suiting from th
CERT	TIFICATE HOLDER		CANCELL	ATION		
	County Board of County Commissioners		SHOULD AN	Y OF THE ABOVE DES	CRIBED POLICIES BE CANCELLED BE	
2700 6th Ave. South Lake Worth, FL, 33461			DAYS WRITT FAILURE TO	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES		



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

	rovider/Sports Official ou interested in providing?	st Jupiter F
List prior work experi	ence in providing this service:	
<u>Dates</u>	Agency/Company	Representative
(A). 8/06-prese	nt Stroller Power of J	ipitur - Owne
1/10-11	West Jupiter Boot	Camp - owner
	•	
Scope of Work		Contact #
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0		
Dates	Agency/Company	<u>Representative</u>
(B).		
Scope of Work		Contact #



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Cynthia Marting Sex F Race W
Date of Birth 1-22-71 Driver's License No. M 634-104-71-522
Address 10296 Sandy Run Rd.
city <u>Jupiter</u> state <u>FL</u> zip 33478
I, Cyahia Marting, 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
The Palm Beach County Parks and Recreation Department requires Social Security Numbers for accurate identification of applicants in accordance with the Palm Beach County Criminal History Record Check Ordinance No. 2003-030. Social Security Numbers are kept confidential, are exempt from disclosure, and used for Background Screening purposes only.
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 colicies and procedures and state and federal law.
Print Name: CYNTHIA MATHING Date: 9-13-10
Signature: May May Signature:
PATERED SSC!

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:	Cinquimartling	
	Please print complete name	

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

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

Sections	393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients
Sections		relating to sexual misconduct with certain mental Health patients
Sections	741.30	adult abuse, neglect, or exploitation of aged person or disabled adults
-	741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
	782.04	murder
	782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
	782.071	vehicular homicide
	782.09	killing an unborn child by injury to the mother
	784.011	assault, if the victim of offense was a minor
	784.021	aggravated assault
	784.03	battery, if the victim of offense was a minor
	784.045	aggravated battery
	787.01	kidnapping
	787.02	false imprisonment
	787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings
	787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
	790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
	790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on school property
	794.011	sexual battery
	794.041	prohibited acts of persons in familial or custodial authority (former)
Chapter		prostitution
Section		lewd and lascivious behavior
Chapter	800	lewdness and indecent exposure
Section		arson
Chapter	812	felony theft and/or robbery
Sections		fraudulent sale of controlled substances, if the offense was a felony
	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
	825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly
	825.103	person or disabled adult 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 Explanation: (Provide details of any items initial contents of the conte	person involved in the offense was a sexual misconduct in juvenile justice	join a criminal gang nly if the offense was a felony or if any other a minor e programs
Description		<u>Dates</u>
guilty or nolo contendere (no contendere under the provisions of	n that I have not been charged, for ontest), regardless of the adjudic f the Florida Statutes or under an	
Applicant's Signa	ture	8-(3\0) Date
	OR	
Disqualifying charges, acts or o		
Applicant's Signatur	e	Date

Updated 12/16/05

RECREATION SERVICES

ACCOUNT: 0001-580- 5204 -3422

VENDOR CODE: VC0000125575

CA: 0 9 DD:

MCON PS: 6

(OV) | F35; IF | U

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 27 day of 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Frankie Thomas, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2010</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2011</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>\$50.00</u> per <u>session</u>. Revenue Account No. <u>0001-580- 5204-4721.09</u>

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>one thousand two hundred dollars (\$1,200.00)</u>. The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$30.00 per class or N/A of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: <u>Dance Instructor</u>
- b. Name of class or activity: <u>Hip Hop Dance</u>
- c. Day(s)/Date(s) Scheduled: Monday's-Sunday's
- d. Time Scheduled: 6:00p.m-9:00p.m
- e. Location: Westgate Recreation Center / Palm Beach Lakes High School
- f. A minimum of <u>6</u> and a maximum of <u>8</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

<u>Jackie Lambert</u> PH: (561) 966-7016

- 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: Frankie Thomas

CONTRACTOR'S Address: 10841 Anderson Lane Lake Worth, FL 33449

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

- 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.
- 21. Office of the Inspector General: Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statues, in the same manner as a second degree misdemeanor..

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Vann Bale	Teled
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Mach Berge	
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Cackie Law best	ma Standard
SIGNATURE	SIGNATURE /
Jackie Lambert	FERNKIE J. Thomas / Inst
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)

LEGAL SUFFICIENCY

COUNTY ATTORNEY

Scope of Service Dance Class Frankie Thomas

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

Skills to be taught include: how to count each dance step and incorporate the steps into the dance routine. The students will perform a dance routine using the steps that were taught in the class.

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



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

kie Thomas		
e of Recreation Service Provider	r/Sports Officials	
Which service(s) are you inter	rested in providing? Dance Instructor	
		•
List prior work experience in	providing this service:	
<u>Dates</u>	Agency/Company	<u>Representative</u>
(A). Fall 2007	City Of Wellington	Ms. Christina
·		
Scope of Work		<u>Contact #</u>
ed assist the dance instructor and	the students with the dance routine. I	
	the students with the dance routine. I	
ed assist the dance instructor and	the students with the dance routine. I	
ed assist the dance instructor and heir counts and dance steps. Dates	the students with the dance routine. I Agency/Company	
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ed assist the dance instructor and heir counts and dance steps. Dates (B). Fall/Spring 2006-2007	Agency/Company	would help them Representative Mrs. Green Contact #
ed assist the dance instructor and heir counts and dance steps. Dates (B). Fall/Spring 2006-2007	Agency/Company	would help them Representative Mrs. Green Contact #

(C).	<u>Dates</u>	Agency/Company	<u>Representative</u>
	all 2009	That's Dancing	Michelle Walsh
F	all 2009/Spring 2010	Palm Beach County Parks & Recreation	Jackie Lambert
<u>S</u>	Scope of Work		Contact #
S	ame as above		(561) 642-9677
<u>I t</u>	aught the students difference at the VSA I	ferent techniques of dancing and we perfor	<u>med</u> (561) 966-701
<u>tii</u>	e toutine at the VSA F	ionday Snowcase.	
			takan na mataka kana na mana mana kana na mana kana na mana na
	licenses/certification	you have completed relevant to provid <u>School/Training Location</u>	ing this service: <i>Instructor</i>
		n you have completed relevant to provid <u>School/Training Location</u>	
<u>L</u>	<u>Dates</u>	School/Training Location oyees related to anyone employed by the	Instructor
ire you nd Rec	or any of your emploreation Department?	School/Training Location oyees related to anyone employed by the	E Palm Beach Count



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number

Full Name (print) <u>FRANKIE</u> J. T	Thomas	Sex F Race B
Date of Birth 12/07/54 Dr Address 10841 Anderson L		520-250-56-947-0
City _ Lake Worth	State #C	Zip <u>33449</u>
I, <u>Feankle J. Thomas</u> , a information regarding myself. This include		nt for Palm Beach County to obtai

- County, State, and/or National Criminal History Background Records/Information Checks
- Sex Offender Registry Checks

- Current and Former Addresses
- Social Security Number Verification

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

Print Name:_	FRANKIE	J. Thomas	Date:	9/7/2010
Signature:	Dhel	Sope		





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.

FRANKIE J. Thomas
Please print complete name APPLICANT:

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	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 anelderly person or disabled adult, or
		, 02.07	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		` '	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section	798.02	lewd and lascivious behavior
	Chapter		lewdness and indecent exposure
	Section		arson
	Chapter		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

996.04	•	•
826.04 827.03	incest	
827.04	child abuse, aggravated child abuse, or neglect of a child contributing to the delinquency or dependency of a child	
827.05	negligent treatment of children	
827.071	sexual performance by a child	
843.01	resisting arrest with violence	
Chapter 847	obscene literature	
Section 847.05(1)	encouraging or recruiting another to join a criminal gang	
Chapter 893	drug abuse prevention and control only if the offense was a felony o	
	person involved in the offense was a minor	r ii any otn
Section 985.4045	sexual misconduct in juvenile justice programs	
planation: (Provide details of any items	initialed above. Attach another sheet if necessary.)	
cription	<u>Dates</u>	
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INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **28** day of **Sept**, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Lila Yama, Inc</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>October 1, 2010</u> and will meet thereafter with the termination date of this agreement being <u>September 30, 2011</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): \$40.00 per session or \$5.00 per class. Revenue Account No. 0001-580- 5204-4721.09

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of three-thousand-three-hundred-and-sixty-dollars (\$3,360.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$30.00 per class or N/A of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Stacey Lazos
- b. Name of class or activity: Yoga
- c. Day(s)/Date(s) Scheduled: Monday's-Friday's
- d. Time Scheduled: 12:00p.m-1:00p.m
- e. Location: <u>CMAA Therapeutic Recreation Complex</u>
- f. A minimum of <u>6</u> and a maximum of <u>18</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

- 5. <u>Independent Contractor Status</u>: It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
- 6. <u>Taxes</u>: It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
- 7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
- 8. **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.
- Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
- 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
- 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
- 8. Provide the County Representative with __7_ days notice of all schedule conflicts/changes.
- 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
- b. COUNTY agrees to:
- 1. Maintain the facilities in proper working order.
- 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
- 3. Provide class/activity rosters to the CONTRACTOR for distribution.
- 4. Publicize the class or activity through the <u>Leisure Times</u> and public service announcements.

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

Renata Watson PH: (561) 966-7022

- 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: Stacey Lazos

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

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

- 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. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 18. Criminal History Records Check: The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
- 19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances

- 19. <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.
- 21. Office of the Inspector General: Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statues, in the same manner as a second degree misdemeanor.

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

PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY
Manin Beale	Cen Coll
SIGNATURE	DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
Nancy Beale	
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
Ud nah Malan	Stacentaro
SIGNATURE	SIGNATURE
Benata Watson	Stacey lazos / toga Instructor
NAME (TYPE OR PRINT)	NAME & TITLE (TYPE OR PRINT)



Businessowners

Workers Compensation

Taxes/Fees/Surcharges

Philadelphia Indemnity Insurance Company One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

COMMON POLICY DECLARATIONS

Policy Number: PHPK627123	3	
Named Insured and Mailing A Stacey Lazos DBA Lila Yama Inc 3144 Chapel Hill Blvd Boynton Beach, FL, 33435	Address:	Producer: Unassigned (SB), 6039 27101 Puerta Real Mission Viejo CA, 92691, US
Policy Period From: 08/25/2010	To: 08/25/2011	at 12:01 A.M. Standard Time at your mailing address shown above.
Business Description: Indivi	idual	
		D SUBJECT TO ALL THE TERMS OF THIS POLICY, AS STATED IN THIS POLICY.
THIS POLICY CONSISTS OF THIS PREMIUM MAY BE SUE		AGE PARTS FOR WHICH A PREMIUM IS INDICATED.
		AGE PARTS FOR WHICH A PREMIUM IS INDICATED. PREMIUM
	BJECT TO ADJUSTMENT.	
THIS PREMIUM MAY BE SUE	BJECT TO ADJUSTMENT.	
THIS PREMIUM MAY BE SUE	ge Part Coverage Part	PREMIUM
Commercial Property Coverage	ge Part Coverage Part Part	PREMIUM

Total

\$146.33

\$71.33

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE **Refer To Forms Schedule**

Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations			
CPD- PIIC (01/07)		Jamie Magine	
	Countersignature Date	Authorized Representative	

Form Schedule – Policy

Policy Number: PHPK627123

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CPD-PIIC	01 07	Common Policy Declaration
Additional Insured Schedule	01 00	Additional Insured Schedule
Fees and Surcharge Schedule	01 00	Fees and Surcharge Schedule

Fees and Surcharge Schedule

Policy Number: PHPK627123

Access Fees: \$20.00 RPG: \$50.00

Florida Insurance Guarantee Association 2009: \$0.58

Florida Hurricane Catastrophe Fund: \$0.75

Total State Surcharges: \$1.33

Additional Insured Schedule

Policy Number: PHPK627123

Palm Beach County Board of County Commissioners , 2728 Lake Worth Road, Lake Worth, FL, 33461 De Vos-Blum Family YMCA of Boynton Beach, 9600 South Military Trail, Boynton Beach, FL, 33436

Policy Number: PHPK627123

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Agent # 6039

See Suppleme	ental Schedule					
LIMITS OF INSUF	RANCE					<u> </u>
\$4,000,000 \$4,000,000 \$2,000,000 \$2,000,000 \$100,000 \$2,500	Produc Person Each C Rented	ts/Completed al and Adverti occurrence Lin To You Limit	imit (Other Than Product Operations Aggregate Li sing Injury Limit nit nit (Any One Person)			anization)
FORM OF BUSIN	ESS: INDIV					
Business D	escription: Indiv	idual				
Location of	All Premises Yo	ou Own, Rent	or Occupy:	SEE SCHE	OULE ATTAC	CHED
AUDIT PERIOD,	ANNUAL, UNLE	SS OTHERW	ISE STATED:			
			Rates	Prod./		e Premiums Prod./
Classifications	Code No.	Premium Basis	Prem./ Ops.	Comp. Ops	Prem./ Ops.	Comp. Ops.
SEE SCHEDULE		UM FOR THIS	S COVERAGE PART:		\$75.00	INCLUDED
DETPOACTIVE D			S COVERAGE PART.			
occurs before the Retroactive Date:	es not apply to " retroactive date	Bodily Injury", , if any, showr	"Property Damage", or " below. ABLE TO THIS COVERA			
	,			15		
	Coun	tersignature Date	Authorize	d Representative		

Scope of Services Yoga Stacey Lazos

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

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

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



PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

Which commissed and seems	rider/Sports Officials	
Which service(s) are you i	nterested in providing? \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	· · · · · · · · · · · · · · · · · · ·
List prior work experienc	e in providing this service:	
<u>Dates</u>	Agency/Company	Representative
Rug, ob	Crystal Garden	Margaret i
June, 07		,
<u> </u>		
Scope of Work		Contact #
•		Contact #
Hatha yoga		2
prenatal yogo		·
U		
<u>Dates</u>	Agency/Company	<u>Representative</u>
Summer of	DARKSEREC	Stacy Stackel
		<i>3.0.0.0</i>
	·	
G		
Scope of Work		Contact #
Hatha yoga		

<u>Dates</u>	Agency/Company	<u>Representative</u>
present	Center For Creative Ed	Michael yanet
present		J
-		
Scope of Work		Contact #
ART & yola inst	ruction	805-992
J		
T ! 4 3! (2.10
List any licenses/certification	ON VOIL HAVA completed relevant to prev	
	on you have completed relevant to prov	lding this service:
<u>Dates</u>	School/Training Location	<u>Instructor</u>
<u>Dates</u>	School/Training Location	<u>Instructor</u>
<u>Dates</u>		<u>Instructor</u>
	School/Training Location	<u>Instructor</u>
<u>Dates</u>	School/Training Location	<u>Instructor</u>
<u>Dates</u>	School/Training Location	<u>Instructor</u>
<u>Dates</u>	School/Training Location	<u>Instructor</u>
Dates Maken 2063— Aug 2003	School/Training Location 200 NV YDGU FLUCHLY T	<u>Instructor</u> Valning premyoga
Dates Maken 2063— Aug 2003	School/Training Location 200 NY YDGU FLACHEY To	<u>Instructor</u> Valning premyoga
Dates Maken 2003 Aug 2003 Are you or any of your empand Recreation Department	School/Training Location 200 NY YDGU FLUCHCY To bloyees related to anyone employed by the terminal states of the second states of the	<u>Instructor</u> Valning premyoga
Dates Maken 2003 Aug 2003 Are you or any of your empand Recreation Department	School/Training Location 200 NY YDGU FLACHEY To	<u>Instructor</u> Valning premyoga
Dates Maken 2003 Aug 2003 Are you or any of your empand Recreation Department	School/Training Location 200 NY YDGU FLUCHCY To bloyees related to anyone employed by the terminal states of the second states of the	<u>Instructor</u> Valning premyoga



MAIL TO:

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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

[] New Registration [Cha	ange of Information
	natch name to which Federal I.D. or Taxpayer ID is assigned.)
Alias/D/B/A (Doing-Business-As) Name:	
(List you	ur D/B/A or fictitious name only if applicable.)
Type of Business Entity (check one): [] Individual [] Sole Proprietorship	[] Partnership
Business Commodity Offered (check one): [] Goods Only [] Services Only []	
Taxpayer ID: List your Federal ID (IRS W-9 Forr	m) or Taxpayer ID Number: <u>27 · 0960750</u>
1. Please list below your Headquart	
Address: 3144 Chapel Hill F	
city: Boynton Beach	State/Province: <u>F</u>
Zip/Postal Code: 33435	_ Country:
Main Phone Number: <u>501.827.7535</u>	
Contact Name: Stacey Lazos	E-mail Address: Stacey (aZos@ amail.com (E-mail Address may be used for Orders/Contracts)
Contact Phone Number: <u>56/827.7535</u>	
Contact Fax Number:	Alternate Fax Number:
2. Please list below your <u>Payment A</u> address if necessary, or check he	ddress/Accounts Receivable Department information re if Same as Headquarters:
City:	State/Province:
	Country:
Main Phone Number:	
Contact Name:	E-mail Address:
	Alternate Phone Number:
	Alternate Fax Number:
	Page 1 of 2

3.	Please list below your <u>Order Processing I</u> address if necessary, or check here if	Department information and attach additional Same as Headquarters:
Addre	dress:	
	y:	
	/Postal Code: Countr	
Main F	in Phone Number:	
Conta	ntact Name: E-ma	il Address: (E-mail Address may be used for Orders/Contracts)
Contac	ntact Phone Number: Alte	nate Phone Number:
	ntact Fax Number: Alte	
4.	List Company Officers or Principals Who are Related to Palm Beach County Employ	Are Palm Beach County Employees or rees:
Name:	ne:Position/I	itle:
Name:	me: Position/I	itle:
	List Company Officials: ne: Stacey Lazos Position/T	itle: President
Name:	ne: Position/T	itle:
Name:	ne: Position/T	itle:
6.	If you are interested in being certified as a Minority-Owned Business, please visit www the Certification Application or contact the Small Business Assistance at (561) 616-68	Small Business Enterprise or a w.pbcgov.com/osba and download Palm Beach County Office of
		ficer or Principal (Required for Registration):
Print N	t Name: Stacey La 705 Title:	President
Signatu	nature: Stacey (a 705 Title: Date:	9/21/10



Contractor Background Screening Consent/Release Form

Applicant's Social Security Number
Full Name (print) Stacey Lazos Sex F Race Sex Sex F Race
Date of Birth 6465 Driver's License No. 620 792 65 7040
Address 3144 Chapel Hill Blud.
city Boynton Beach state FL zip 33435
I, Stace 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
The Palm Beach County Parks and Recreation Department requires Social Security Numbers for accurat identification of applicants in accordance with the Palm Beach County Criminal History Record Check Ordinance No. 2003-030. Social Security Numbers are kept confidential, are exempt from disclosure, and used for Background Screening purposes only.
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, associated with obtaining or releasing the above information. Information obtained by Palm Beach County will be held in confidence in accordance with Palm Beach County's policies and procedures and state and federal law.
Print Name: Stacey La 70S Date: 9/16/10
Signature: 8000000 PREPERED

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:	Staceu	Lunn	lazos	
	Please print co	mplete name		
I understand I must acknow whether or not those records	ledge the existence of any crimin	al records rel	ating to the followi	ng list, regardless of

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

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

	Sections	393.135	relating to sexual misconduct with certain developmentally disabled clients
	a	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
		782.04	family or household member murder
		782.0 4 782.07	
		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	
		784.011	killing an unborn child by injury to the mother 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	
		787.01	aggravated battery kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
		707.01(2)	pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
		,	school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter	796	prostitution
	Section		lewd and lascivious behavior
	Chapter	800	lewdness and indecent exposure
		806.01	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

Chapter	847.05(1)	contributing to negligent treatm sexual performs resisting arrest obscene literatu encouraging or drug abuse prev person involved	nce by a child with violence	ndency of a child n a criminal gang if the offense was a	a felony or if any othe
Explanation: (Provide detain		1			
<u>Description</u>			NOODIC Dat	<u>es</u>	
				:,	
				P.	
guilty or nolo con charges under the	ection, I affirm ntendere (no con e provisions of t	that I have no ntest), regardl the Florida Sta	t been charged, four ess of the adjudication tutes or under any sidelinquency record	on, to any of the similar statute of	f another
			<u>OR</u>		
Disqualifying cha	arges, acts or of ard to any of the	fences and that e above charg	rd may contain one out the explanation I has under the provision.	nave provided is	complete
Appl	icant's Signature			Date	

RECREATION SERVICES DIVISION AGCOUNT: 0001-580- 5252 -3422 VENDOR CODE: PALM0168

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 12 day of Det., 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association , an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Junior Volleyball League 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:

- <u>Term</u>: The class, activity or service will begin on <u>November 2, 2010</u> and will meet thereafter with the termination date of this agreement being December 15, 2010.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$55.00 per participant Revenue Account No. 0001-580-5252-4721-09

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One thousand three hundred forty-four Dollars (\$1344.00). 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
- The CONTRACTOR's fee shall be the sum of \$32.00 per official per game or b. % of the paid enrollment fees for the class or activity.

4. Specific Details:

- Type of service/instructor: Volleyball Official a.
- b. Name of class or activity: Junior Volleyball League
- C. Day(s)/Date(s) Scheduled: <u>Tuesdays</u>, <u>November 2 – December 14</u>, 2010
- d. Time Scheduled: 6:00pm - 9:00pm
- Location: West Boynton Park and Recreation Center е
- f. A minimum of <u>56</u> and a maximum of <u>120</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.

1

- 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. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Performance:

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

Garrett Pearson

PH: <u>561-355-1125</u>

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name:

CONTRACTOR'S Address:

CONTRACTOR'S Phone No.

AUN BOACH CO OFFICIALS ASSOC FAN BUSS BLACK - PRESIDENT 1320 FISHERS PC. ORCOD ACRES, FL -604-2010

- 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.
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 Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statues, in the same manner as a second degree misdemeanor.

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

PALM BEACH COUNTY WITNESS SIGNATURE A LANGE A RESIDENCE OF THE PALM BEACH COUNTY WITNESS	PALM BEACH COUNTY DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
NAME (TYPE OR PRINT)	COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)
CONTRACTOR WITNESS	INDEPENDENT CONTRACTOR
NAME (TYPE OR PRINT)	NAMES TITLE (TYPE OR PRINT)

LEGAL SUFFICIENCY

SCOPE OF SERVICE

Russ Black Palm Beach County Officials Association

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

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

Games will be played on Tuesdays from November 2, 2010 through December 14, 2010. Game times will range from 6:00 - 9:00pm. A fee for services provided will be \$32.00 per official per game.

PALM BEACH COUNTY

PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS

RECREATION INSTRUCTORS & SPORTS OFFICIALS

of Recreation Service Pr	ovider/Sports Official	FEI/Social Security Number
Which service(s) are you	interested in providing?	MyDA/OFFICIAL
List prior work experien	ce in providing this service:	
(A). Dates	Agency/Company Ph. C.	Representative
LAKE LYTA		
Scope of Work	ADUST	<u>Contact #</u>
<u>'</u>	·	
	· · · · · · · · · · · · · · · · · · ·	
<u>Dates</u> (B). 008 7 101	Agency/Company	<u>Representative</u>
11/181 BO	Caxter Page.	·
V PV 100	Y PUV N	
Scope of Work		<u>Contact #</u>
VO/HDAI	Youth	Comment II

Dates /	Agency/Company	<u>Representative</u>
(C).	Ny SON	
Scope of V	All Koch	<u>Contact #</u>
_		
<u> 2000 5</u>	License/certification/education 4,5,10/1204	Location/Instructor
<u>Dates</u> <u>2000 5</u>	License/certification/education H, 5, 10/14/1	Location/Instructor
<u>Dates</u> <u>2000 5</u>	License/certification/education H, S, VO/1404	Location/Instructor
<u>Dates</u> <u>2000 5</u>	License/certification/education 4,5, 10/1404	Location/Instructor
30005	your employees related to anyone employed	
Are you or any of and Recreation D	your employees related to anyone employed epartment?	
Are you or any of and Recreation D	your employees related to anyone employed epartment?	

CERTIFICATE OF INSUR	ANCE	10/05/2010
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783	THIS CERTIFICATE IS ISSUED AS ONLY AND CONFERS NO RIGHTS HOLDER. THIS CERTIFICATE DO ALTER THE COVERAGE AFFORD	UPON THE CERTIFICATE ES NOT AMEND, EXTEND, OR
INSURED National Association of Sports Officials (NASO) 2017 Lathrop Avenue Racine, WI 53405	INSURERS AFFORDING COMPINS. A: AXIS Insurance CompINS. B: INS. C:	
PALM BEACH COUNTY OFFICIALS ASSOCIATION 7167 BOSCANNI DRIVE BOYNTON BEACH, FL 33437		
	CERT NUMBER: 1000917653	

COVERAGES

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

INS	POLICY		POLICY	POLICY		
LTR	TYPE	POLICY NUMBER	EFFECTIVE	EXPIRATION	LIMITS	
					General Aggregate - Per Association	2,000,000
1	GL	AXGL03100090-10	09/30/2010	09/30/2011	Products-Completed Operations Aggregate	2,000,000
A			40.04		Personal and Advertising Injury	1,000,000
			12:01 a.m.	12:01 a.m.	Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	Excluded
					Each Occurrence	2,000,000
١	xs	AXXS02100311-10	09/30/2010	09/30/2011	General Aggregate	2,000,000
A			10:01	40.04		
	:		12:01 a.m.	12:01 a.m.		

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

- Other Named Insured (cont'd): Coverage shall include board of directors, officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage. Independent officials' agencies that are NASO-member local associations, but only while acting in their capacity as such.
- Other Named Insured: Those NASO-member associations that have paid the appropriate premium and have been endorsed to the policy, but only while acting in their capacity as a NASO-member local association including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge and skills.
- The certificateholder shall be an additional insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured Designated Person or Organization, effective September 30, 2010.

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 6TH AVENUE SOUTH LAKE WORTH, FL

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Astro-L. With



Contractor Background Screening Consent/Release Form

Full Name (print)

Date of Birth

Driver's License No.

Sex

Race

City

Address

State

Tip

July

Authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

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

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

Print Name:

Date:

Signature:

0 1/7/10

550

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:

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:

domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member murder 782.07 manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child 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 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 limes with criminal intent pending custody proceedings 787.04(3) carrying a child beyond the state limits with criminal intent pending custody proceedings 780.115(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 800 section 798.02 lewd and lascivious behavior 124 Chapter 800 lewd and lascivious behavior 125 Sections 817.563 felony theft and/or robbery 126 fraudulent sale of controlled substances, if the offense was a felony 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult 825.1025 exploitation of disabled adults or elderly persons, if the offense was a felony		Sections Sections	394.4593 415.111	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
manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child vehicular homicide 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 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 limes with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person 780.115(1) exhibiting firearms or weapons within 1,000 feet of a school possessing an electric weapon or device, destructive device, or other weapon on school property 794.011 prohibited acts of persons in familial or custodial authority (former) 794.041 prohibited acts of persons in familial or custodial authority (former) Chapter 796 prostitution Section 798.02 lewd and lascivious behavior Chapter 800 lewd and lascivious behavior Chapter 800 lewdness and indecent exposure 3800 lewdness and indecent exposure 3800 lewdness and indecent exposure 3800 lewdness and indecent exposure 3825.102 felony theft and/or robbery 5825.102 felony theft and/or robbery 5825.102 felony theft and/or robbery 5825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adults			/41.30	assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a
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 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 limits with criminal intent pending custody hearing or delivering the child to the designated person 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 787.04(3) exhibiting firearms or weapons within 1,000 feet of a school 789.0115(1) possessing an electric weapon or device, destructive device, or other weapon on school property 789.011 prohibited acts of persons in familial or custodial authority (former) 789.02 lewd and lascivious behavior 789.02 chapter 800 lewdness and indecent exposure 789.03 faudulent sale of controlled substances, if the offense was a felony 789.04 faudulent sale of controlled substances, if the offense was a felony abuse, aggravated abuse, or neglect of disabled adults or elderly persons lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult			782.04	murder
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 carrying a child beyond the state limes with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person 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 roy4.011 sexual battery roy4.041 prohibited acts of persons in familial or custodial authority (former) Prostitution Section 798.02 lewd and lascivious behavior lewdness and indecent exposure Section 806.01 arson felony theft and/or robbery Section 817.563 fraudulent sale of controlled substances, if the offense was a felony abuse, aggravated abuse, or neglect of disabled adults or elderly persons lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult			782.07	
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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 exhibiting firearms or weapons within 1,000 feet of a school possessing an electric weapon or device, destructive device, or other weapon on school property 794.011 sexual battery 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 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult				kidnapping
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lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult				
person or disabled adult				
· · · · · · · · · · · · · · · · · · ·			825.1025	
	*	•	825.103	

	826.04	incest	
	827.03	child abuse, aggravated child abuse, or neglect of a child	
	827.04	contributing to the delinquency or dependency of a child	
	827.05	negligent treatment of children	
	827.071	sexual performance by a child	
	843.01	resisting arrest with violence	
	Chapter 847	obscene literature	
	Section 847.05(1)	encouraging or recruiting another to join a criminal gang	
	Chapter 893	drug abuse prevention and control only if the offense was a felony or	if any othe
		person involved in the offense was a minor	
	Section 985.4045	sexual misconduct in juvenile justice programs	
Exp	planation: (Provide details of any items in	nitialed above. Attach another sheet if necessary.)	
Des	19803 Hey	Dates Dates	
•			
			· · · · · · · · · · · · · · · · · · ·
The	above statements are true and comple	ete to the best of my knowledge. INITIAL:	5_
	D : 11: 1 - 20		
	By signing this section, I affirm	m that I have not been charged, found guilty or entered a plea	a of
	guilty or nolo contendere (no	contest), regardless of the adjudication, to any of the foregoin	ıg
	charges under the provisions of	of the Florida Statutes or under any similar statute of another	
	jurisdiction. Latso affirm that	t I do not have a delinquency record that is similar to any of the	nese
	offenses.		
		181/1/	
	4 //////X/		
ļ	Applicants Signs	Date	
l			
	/ /		
	1	<u>OR</u>	
	By signing this section. I decla	are that my record may contain one or more of the foregoing	
	Disqualifying charges, acts or	offences and that the explanation I have provided is complete	
	and true with regard to any of t	the above charges under the provisions of the Florida Statute	5
1	under any similar stature of ap	nother duried the provisions of the Florida Statutes	s or
	11.	Toury Jurisquitous.	
	/ TUHUII &	ADM 4-01-10	
	Applicant's Signatur	Date	_
		/ Date	-
	/ /		

Updated 12/16/05