

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011

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: The executed documents received during the months of January and February.

- A) Team Elite Athletic Management International, Inc., Competitive Swim Team Coach, Aqua Crest Pool for the period February 1, 2011 through May 31, 2011, in an amount not-to-exceed \$10,000. (FLAAQUA13052802115303B);
- B) Amy Hair, Sign Language Interpreter, Various Locations for the period February 14, 2011 through September 30, 2011, in an amount not-to-exceed \$1,690. (HAIR1107402115204A); and
- C) Maurice Johnson, Basketball Referee, Westgate Park and Recreation Center for the period February 19, 2011 through April 17, 2011, in an amount not-to-exceed \$629. (JOHN13313802115232A).

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. Countywide (AH)

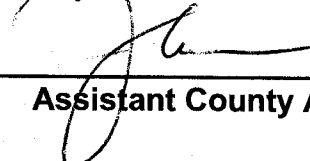
Background and Justification: A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted the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

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

Attachments: Independent Contractor Agreements (3)

Recommended by: 
Department Director

3/4/2011
Date

Approved by: 
Assistant County Administrator

3/15/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>12,319</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(12,500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(181)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit various
 Object 3422/Revenue Source 4721/4724 Program N/A

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

FUND: General Fund		
UNIT: Aqua Crest Pool		
Parks Swimming Pools	0001-580-5303-4724	(\$12,500)
Contractual Services-Recreation	0001-580-5303-3422	\$10,000
UNIT: Therapeutic Recreation		
Contractual Services-Recreation	0001-580-5204-3422	\$1,690
UNIT: Westgate Community Center		
Contractual Services-Recreation	0001-580-5232-3422	\$629

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

<u> [Signature] 3/9/11 </u> OFMB	<u> [Signature] 3/13/11 </u> Contract Development and Control
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B. Legal Sufficiency:

Anne Adelgent 3/14/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AQUATICS DIVISION

ACCOUNT: 0001-580- <u>5303-3422</u>	VENDOR CODE:	CONTRACT:			
MC:	PS: <u>ACA</u>	FSS: <u>PLM</u>	CC: <u>[Signature]</u>	CA: <u>JON</u>	DD: <u>DHL</u>

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

This Agreement is made as of the 28 day of Jan, 2011, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Team Elite Athletic Management International, Inc. d/b/a FLA Aquatics, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available a USA Swimming and US Masters Swimming program as more particularly described in Exhibit A attached hereto, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on February 1, 2011 and will meet thereafter with the termination date of this agreement being May 31, 2011.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fees charged by the COUNTY for this class or activity are \$20, \$30, \$40, \$45, \$70, \$75, \$80 or \$85 per month, Revenue Account No. 0001-580-5303-4724-04 and 05
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 ten thousand Dollars (\$10,000). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of 80 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Competitive Swim Team Coach
 - b. Name of class or activity: USA Swimming and US Masters Swim programs
 - c. Day(s)/Date(s) Scheduled: To be worked out with Facility Manager
 - d. Time Scheduled: To be worked out with Facility Manager
 - e. Location: Aqua Crest Pool
 - f. A minimum of 15 and a maximum of 150 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each

received
1/31/11

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

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement. The CONTRACTOR must provide the COUNTY with a copy of the USA non-athlete membership card showing the "Valid to" date for any personnel that will be working with the program to verify that they have cleared the USA Swimming background screening process. The copy of the card must be provided prior to the person entering the facility. The CONTRACTOR shall be responsible for all costs associated with the USA Swimming Criminal Background Check Policy.
 3. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 4. 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.
 5. 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.
 6. 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.
 7. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
 8. 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, the County website and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

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

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

12. **Insurance Requirements:**

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, Parks and Recreation Department, Division of Aquatics, 2700 6th Avenue South, Lake Worth, FL 33461, Attention: Dave Lill, Director of Aquatics.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Auto Liability:** Exempt
- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence For, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR
 - a. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
 - b. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the

policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- c. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage.
 - d. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - e. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.
13. **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.
14. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Duffy Dillon

CONTRACTOR'S Address: 501 Seabreeze Blvd., Fort Lauderdale, FL 33316

CONTRACTOR'S Phone No. 954-468-5590

15. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
16. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
17. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety

for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

18. **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).
19. **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. The CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
20. **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.
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 Statutes, in the same manner as a second degree misdemeanor
22. **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.
23. **Nondiscrimination:** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

INTENTIONALLY LEFT BLANK

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

PALM BEACH COUNTY WITNESS

SIGNATURE *Mary Beale*

NAME (TYPE OR PRINT) MARY BEALE

Revision date: 12/10
PALM BEACH COUNTY

Gayle
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

[Signature]
COUNTY ADMINISTRATOR (if contract value exceeds \$10,000.)

CONTRACTOR WITNESS

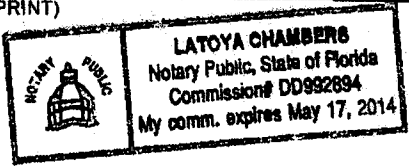
SIGNATURE *[Signature]*

NAME (TYPE OR PRINT) LATOYA CHAMBERS

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

DUFFY DILLON/CEO
NAME & TITLE (TYPE OR PRINT)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Wilson
COUNTY ATTORNEY

**Palm Beach County Parks and Recreation Department
Aqua Crest Pool USA Swimming and US Masters Swimming**

SCOPE OF SERVICES

The basic requirements for the Head Swimming Coach for USA Swimming Program and Masters program (CONTRACTOR) are as follows:

A. Scope of Work

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive swim programs. CONTRACTOR must organize and supervise the competitive swim programs as well as instruct and train the participants in competitive swimming. CONTRACTOR is responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming and US Masters Swimming; and technical instruction of competitive swimmers. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions. CONTRACTOR will supervise swimmers at practices and meets; will oversee the entry of swimmers in sanctioned USA Swimming and US Masters competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming and US Masters Swimming.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for all ages and skills levels. CONTRACTOR and its programs shall not discriminate against any person in employment, contracting, or participation.

CONTRACTOR shall conduct business in a safe, competent, professional, and courteous manner to the satisfaction of the COUNTY and shall foster a positive and cooperative working relationship with County staff and all contractors working at Aqua Crest Pool "Facility". CONTRACTOR and all personnel under the direction of the CONTRACTOR must obey all COUNTY rules, regulations, policies and ordinances and conduct business with full regard for the safety of the participants as well as for the Facility.

No signs, banners or advertising is permitted at the Facility without the approval of the manager of the Facility.

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

CONTRACTOR will conduct team practices only with the supervision of Palm Beach County Pool Lifeguards on stand.

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe or as directed by the Facility manager or designee.

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

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program

Coordinator, Aquatics Supervisor and Aquatics Division Director.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents are minimized. CONTRACTOR will provide qualified and trained coaches and instructors for all programs offered. CONTRACTOR shall require all coaches and instructor to be duly certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must provide, maintain and keep readily available a first aid kit as recommended by the American Red Cross at all times during its programs and practices.

CONTRACTOR will provide a minimum of one (1) coach or adult on deck at each practice with an International Lifeguard Training Program License (ILTP), issued by Jeff Ellis and Associates or current safety service contractor with Palm Beach County. The ILTP certified coach or adult will be expected to serve in a lifeguard capacity in the event of an emergency during practices. When practice is scheduled outside of the normal public hours an ILTP certified adult may be required to serve in a full lifeguard capacity (sit on a lifeguard stand ready to perform rescues and assist with accidents, first aid etc.).

CONTRACTOR will adhere to the practice schedule agreed upon in advance by the Facility manager unless arrangements have been made for special needs or events.

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

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

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

CONTRACTOR will provide copies of all team newsletters, calendars and handbooks to the Facility manager and obtain approval from the Facility manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

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

CONTRACTOR will provide the Facility manager with a list of registered USA Swimming and US Masters members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the Facility manager on the first of each month.

CONTRACTOR will provide Facility manager with bi-weekly attendance figures on the first and third Tuesday of each month. The COUNTY will provide assistance by collecting delinquent payments from participants.

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

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R2008-2241)

B. Use of Premises

The Facility, when permitted by the COUNTY for the CONTRACTOR for the USA Swimming and US Masters competitive program(s) shall not be permitted by the CONTRACTOR, for use to any other organization or group during CONTRACTOR's permitted time.

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

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

CONTRACTOR shall ensure that the Facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the Facility each morning in conjunction with scheduled Facility staff for the USA Swimming competitive programs when utilizing the Facility prior to the Facility's opening to the general public. The CONTRACTOR shall also close and secure the Facility each evening in conjunction with scheduled Facility staff if the program conclusion is after operational hours.

CONTRACTOR will provide assistance to pool staff with the application and removal of pool blankets when utilized during winter months.

The Parks and Recreation Department will provide a work area for the Head Coach to utilize during USA Swimming program and Master's program hours.

CONTRACTOR will inform the Facility manager immediately of any equipment malfunction or failure. The Parks and Recreation Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the COUNTY authorizes its reopening.

CONTRACTOR shall maintain all COUNTY property in an "as is" condition and shall police and clean all teaching/coaching areas utilized by the CONTRACTOR at the close of each session so that such areas may be utilized by the COUNTY without further assistance from COUNTY personnel.
Janitorial maintenance: Janitorial maintenance shall include the daily collection and proper storage of equipment utilized by the clients/participants; the proper disposal of garbage/trash from offices including items discarded by clients/participants in and around pool areas. No equipment or educational tools shall at anytime be left in the pool or on the pool deck at the end of a practice.

C. Personnel

It is the intention of the COUNTY that the CONTRACTOR's personnel proposed for the contract will be available for the initial contract term. In the event the CONTRACTOR wishes to substitute personnel he/she shall propose personnel of equal or higher qualifications and all replacement personnel are subject to COUNTY approval. In the event substitute personnel are not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the Contract for cause.

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

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

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

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relations concerns of the COUNTY. CONTRACTOR'S staff and pool staff will be cross trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with Facility management and staff, contributing to the harmony and productivity of the unit.

D. Program Fees & Charges

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

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

E. Payments to Contractor

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

F. Role of Parents' Organization

The Parents' Organization is established to support the USA Swim team in all its activities, such as the hosting of swim meets, award banquets, team social outings, the purchase of team uniforms, the coordination of team travel to away meets and fundraising events. The Parents' Organization is governed by an elected Board of Directors. General membership to the organization is open to parents of age-group participants in the swim program. The Parents' Organization should annually prepare a budget for

If the Masters swim program participants choose to organize a booster club the provisions above for the Parent's organization would apply. Membership in the booster club would be open to all Masters participants.

G. Role of Head Coach with any Booster Organizations

The Head Coach is an independent contractor with Palm Beach County, and as such, is not permitted to be a member, voting or non-voting, of a Booster Organization. The role of the coach is to provide training to participants, recommend equipment purchases which will enhance the program, and to recommend swim meets and other similar competitive or fund raising opportunities to the Booster Club's Board of Directors. The Head coach or other coaching staff may not influence, intimidate, or compellingly request involvement with the organization through verbal or written materials.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2010

PRODUCER
Risk Management Services, Inc.
P.O. BOX 32712
Phoenix AZ 85064-2712
(602) 840-3234 (602) 274-9138

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

INSURED
Team Elite Athletic Management (T.E.A.M)
International, Inc dba FLA Aquatics
501 Seabreeze Blvd
Ft. Lauderdale FL 33316

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Aspen Specialty Insurance Co.	
INSURER B: Nationwide Life Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CRA5D9U10 N	5/15/2010	5/15/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 ABUSE OR MOLESTATIONS 250,000
A	Y	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CRA5D9U10 N	5/15/2010	5/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER AD&D XS Medical/Dental	0013634-25	5/15/2010	5/15/2011	Maximum Limit \$5,000 Maximum Limit \$25,000

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

Verification of Swimming Lessons coverage for the General Liability. Excess Medical/Dental coverage provided for the Insured's Participants only. The Certificate Holder is included as Additional Insured on the General Liability, but only as respects to the Named Insured's operations.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
/o Parks and Recreation Department

2700 Sixth Ave. South
Lake Worth FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~IN THE MANNER PROVIDED IN THE POLICY CONTRACT~~ ~~IN THE MANNER PROVIDED IN THE POLICY CONTRACT~~ ~~IN THE MANNER PROVIDED IN THE POLICY CONTRACT~~

AUTHORIZED REPRESENTATIVE *Kristenlyc Jade*

IMPORTANT

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

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

DISCLAIMER

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

RECREATION SERVICES DIVISION					
ACCOUNT: 0001-580- 5204 -3422		VENDOR CODE: Hair11074		CONTRACT:	
MC: <u>DE</u>	PS: <u>DE</u>	FSS: <u>DE</u>	CC: <u>DE</u>	CA:	DD: <u>dfc</u>

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

This Agreement is made as of the 14 day of Feb, 2011, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Amy Hair, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on February 14, 2011 and will meet thereafter with the termination date of this agreement being September 30, 2011.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): Varies per participant Revenue Account No. 0001-580-5204-4721.09
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of one thousand six hundred ninety Dollars (\$1,690.00). 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 \$ 65.00 per class or _____ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor:
 - b. Name of class or activity: Various Therapeutic Recreation Programs/Sign Language Interpreter
 - c. Day(s)/Date(s) Scheduled: Monday - Friday
 - d. Time Scheduled: Varies
 - e. Location: Varies
 - f. A minimum of 6 and a maximum of 65 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

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

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

Jason Wong

PH: (561) 966-7083

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Amy Hair

CONTRACTOR'S Address: 6589 Paul Mar Drive, Lantana, FL 33462

CONTRACTOR'S Phone No. (561) 582-6044/ (561) 676-2838

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

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

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

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

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
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 Statutes, in the same manner as a second degree misdemeanor.
22. **Nondiscrimination:** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

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

PALM BEACH COUNTY WITNESS

PALM BEACH COUNTY

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

Eric Cole
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

Jason Wong
NAME (TYPE OR PRINT)

Amy Hair
SIGNATURE

Amy Hair Sign Language Introp.
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
COUNTY ATTORNEY

Revision Date: 12/10

Scope of Services
Sign Language Interpreter
Amy Hair

Contractor will provide sign language interpreting and/or transliteration according to the participant's skill level and ability. Interpreting will be taught by a certified instructor. The interpreting will be conducted under the supervision of Palm Beach County Therapeutic Recreation staff. The sign language interpretation will take place for the participants in the kickball program.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Amy Hair
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Sign Language Interpreter

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) Aug. 1986 - Present	School District of Palm Beach County	
	(Royal Palm School - principal Mr. Henry, A.P. Dr. Jerome.)	

<u>Scope of Work</u>	<u>Contact #</u>
Sign Language Interpreter	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 1992 - Present	Kranz Center	

<u>Scope of Work</u>	<u>Contact #</u>
Interpret Broadway Shows for the deaf	

Dates Agency/Company Representative
(C) 1992 - Present Broadway Across America

Scope of Work Contact #
Interpret Broadway Shows

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
1988	RID Certified	CI
1988	RID Certified	CT
1982	AA Degree	Interpreting for the Deaf

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

Yes No

If yes, give name and relationship.



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

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

VENDOR REGISTRATION FORM
 PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters (Legal Name) of Company: Amy Hair
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

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

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

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

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 549-51-0719

1. Please list below your Headquarters address information:

Address: 6589 Paul Mar Drive

City: Lantana State/Province: FL

Zip/Postal Code: 33462-3937 Country: USA

Main Phone Number: 561-582-0644

Contact Name: Amy Hair E-mail Address: ridahair@aol.com
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: 561-582-0644 Alternate Phone Number: Cell 561-676-2838

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

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

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

5. List Company Officials:

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

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

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

Print Name: Amy Hair Title: Sign Language Interpreter

Signature: *Amy Hair* Date: Feb. 4, 2011



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Amy Hair Sex F Race W

Date of Birth 10-26-60 Driver's License No. H600-012-60-886-0

Address 6589 Paul Mar Drive

City Lantana State FL Zip 33462-3937

I, Amy Hair, 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: Amy Hair Date: 10-26-60

Signature: Amy Hair

ENTERED
2/10/11



**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: Amy Leigh Hair
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

A.H.

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

Amy Hair

Applicant's Signature

2-2-11

Date

OR

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

Applicant's Signature

Date

RECREATION SERVICES DIVISION

ACCOUNT: 0001-580- 5232 -3422		VENDOR CODE: <u>JOHN133138</u>		CONTRACT: <u>JOHN13313800115232A</u>	
MC: <u>JH</u>	PS: <u>D</u>	FSS: <u>J</u>	CC: <u>J</u>	CA: <u>O.N.</u>	DD:

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

This Agreement is made as of the 17 day of Feb., 2011, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Maurice Johnson, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on February 19, 2011 and will meet thereafter with the termination date of this agreement being April 17, 2011.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$25 per Revenue Account No. 0001-580-5232471-09
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Six Hundred Twenty Nine Dollars (\$629.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$18.50 per GAME of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Youth and Teen Basketball Referee.
 - b. Name of class or activity: Youth and Teen Basketball League
 - c. Day(s)/Date(s) Scheduled: Games: 2/19, 2/26, 3/5, 3/12, 3/19, 3/26, 4/2, 4/9, 4/16
 - d. Time Scheduled: 11am - 4pm
 - e. Location: Westgate Park and Recreation Center
 - f. A minimum of 56 and a maximum of 80 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
2/17/11 13

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

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

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

Kris Sewer PH: (561) 694-5455

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Maurice Johnson
CONTRACTOR'S Address: 1139 Freshwater Lakes Dr. W.P.B., FL 33401
CONTRACTOR'S Phone No. (561) 383-0567

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
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 Statutes, in the same manner as a second degree misdemeanor.
22. **Nondiscrimination:** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

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

PALM BEACH COUNTY WITNESS

Nancy Beale
SIGNATURE

NANCY BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Kim Coe
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kristofor Sewer
SIGNATURE

Kristofor Sewer
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Maurice E. Johnson
SIGNATURE

Maurice Johnson / Referee
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

COUNTY ATTORNEY

Revision Date: 12/10

Memo

To: Donald Campbell – Recreation Programs Supervisor *DC*
From: Kristofor Sewer – Recreation Specialist II *KS*
Thru: Lee Powell – Facility Manager I
Date: February 2, 2011
Re: Youth and Teen Basketball League – Scope of Services

MAURICE JOHNSON

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

Maurice Johnson will be officiating youth and teens ages 8-11 and 12-15 years old. Games will be played on Saturdays beginning February 19, 2011 through April 16, 2011 from 11am – 4pm

Maurice is a member of the East Coast Basketball Association (FHSAA) and has officiated high school and middle school basketball games since December 1, 2009. He has also officiated recreational league games for the City of Lake Worth since December 2009.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Maurice Eric Johnson
~~*Basketball Official*~~

Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 12-1-09/ Present	East Coast Basketball Association (FHSAA).	
	Officiate High School, Middle School & Recreation ctr. Games.	
12	Bernard Arnette	(561) 906-8500

<u>Scope of Work</u>	<u>Contact #</u>
Officiate Highschool, Middle School, & Recreation ctr Games	
12-09/12-11 Lake Worth Community Recreation Center.	
	Ronald Osborne (561) 721-5319

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

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

(C). Dates Agency/Company Representative

Scope of Work Contact #

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

Dates License/certification/education Location/Instructor

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

Yes No

If yes, give name and relationship.



FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION
2010-11 FHSAA CONTEST OFFICIAL

VALID July 1, 2010 - June 30, 2011

This card identifies the bearer as a contest official registered with the FHSAA Office. Member schools may honor this card as a pass for complimentary admission to events they host.

NOT VALID FOR
ADMISSION TO
FHSAA STATE SERIES
TOURNAMENTS
GAMES OR MEETS.
NON-TRANSFERABLE

Maurice Johnson
Name
East Coast Basketball As
Officials Association
Basketball
Sport(s)



Certificate of Completion

is hereby granted to

Maurice Johnson

to certify that he/she has completed 3 hours of

Effective Use of Small Groups Using Cooperative Learning Strategies

Presented by Prime Time Palm Beach County, Inc.

May 14, 2009

Katherine Gopie M.S., Director, Professional Development

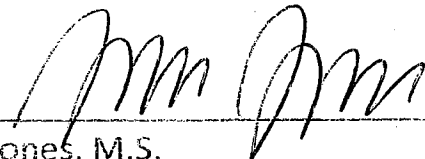
SPARK

Sports, Play & Active Recreation for Kids!

Honors

Maurice Johnson

For successful completion of 4 hours of training in the
SPARK Active Recreation Program
Held on May 29th, 2009.



Sara Jones, M.S.
DeVos Blum Family YMCA
Director of Community Wellness



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

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

VENDOR REGISTRATION FORM

PLEASE TYPE OR PRINT IN BLACK INK

New Registration Change of Information

Headquarters (Legal Name) of Company: Maurice Eric Johnson
(Must match name to which Federal I.D. or Taxpayer ID is assigned.)

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

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

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

Taxpayer ID: List your Federal ID (IRS W-9 Form) or Taxpayer ID Number: 577-13-3890

1. Please list below your Headquarters address information:

Address: 1139 FRESHWATER LAKES DR.

City: West Palm Beach State/Province: FL

Zip/Postal Code: 33461 Country: Palm United States

Main Phone Number: (561) 383-0567

Contact Name: Maurice Johnson E-mail Address: Maurice86.Johnson@yahoo.com
(E-mail Address may be used for Orders/Contracts)

Contact Phone Number: (561) 502-4877 Alternate Phone Number: N/A

Contact Fax Number: N/A Alternate Fax Number: N/A

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

Contact Name: _____ E-mail Address: _____

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Main Phone Number: _____

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

Contact Phone Number: _____ Alternate Phone Number: _____

Contact Fax Number: _____ Alternate Fax Number: _____

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

Name: Sandy Pines Hospital Position/Title: Mental Health Technicians

Name: New Beginning Com. Dev. Ctr Position/Title: TEACHER (Community Project Manager)

5. List Company Officials:

Name: _____ Position/Title: _____

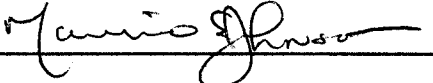
Name: _____ Position/Title: _____

Name: _____ Position/Title: _____

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

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

Print Name: Maurice Johnson Title: Official Referee

Signature:  Date: 2/2/2011



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Maurice Johnson Sex M Race Black

Date of Birth 05/19/1986 Driver's License No. J525-545-86-179-0

Address 1139 Freshwater Lakes Dr.

City West Palm Beach State FL Zip 33401

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

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

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

Print Name: Maurice Eric Johnson Date: 2/2/2011

Signature: *Maurice E Johnson*

ENTERED
2/7/11



**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:

Maurice Johnson

Please print complete name

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

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

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

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

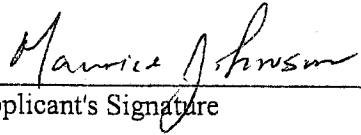
Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

<u>Description</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

INITIAL: MJ

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


 Applicant's Signature

2/2/2011
 Date

OR

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

 Applicant's Signature

 Date