



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

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## MEMORANDUM

**TO:** Honorable Chair and Members of the School Board  
Dr. Robert M. Avossa, Superintendent  
Chair and Members of the Audit Committee

**FROM:** <sup>KLC</sup> Lung Chiu, Inspector General

**DATE:** February 20, 2017

**SUBJECT:** Transmittal of Final Investigative Report  
*Case # 16-467(WB) Whistleblower Retaliation (Vendor)*

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In accordance with School Board Policy 1.092(6)(d), we hereby transmit the above-referenced final report.

The report addresses allegations of Vendor retaliation at the Lake Worth High School Flea Market. The results of the OIG investigation into the matter resulted in procedural and operational changes in managing the Flea Market.

The report is finalized and will be posted on the Inspector General's website; [www.palmbeachschools.org/inspectorgeneral](http://www.palmbeachschools.org/inspectorgeneral).

OFFICE OF INSPECTOR GENERAL  
PALM BEACH SCHOOL DISTRICT  
REPORT OF INVESTIGATION  
CASE NUMBER: 16-467 WB

**EXECUTIVE SUMMARY**

The OIG investigated allegations from a Lake Worth High School Flea Market Vendor that he suffered reprisal for protected disclosures in violation of School Board Policy 3.28 Whistleblower Protection Policy. Specifically, the Vendor alleged that, after he made a complaint of allegations of misconduct by the Flea Market Manager (Ralph J. Milone) to the Lake Worth High School administration, the Flea Market Manager (Ralph J. Milone) responded by having the Complainant banned from conducting business at the Flea Market. The Flea Market Manager (Ralph J. Milone) is a paid consultant of the District and is required to comply with all current School Board of Palm Beach County's Policies, applicable federal, state and local laws.

The Vendor was granted Whistle-blower (WB) status due to the complainant reported disclosure of suspected gross mismanagement. *Gross mismanagement means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.*

**FINDINGS:**

This investigation concluded the following findings as it related to the reported allegations:

**Allegation #1:** The Complainant was discriminated against and banned from the Flea Market on November 28, 2015, as a vendor after complaining to Lake Worth High school administration about the wrong doing and misconduct of the two managers; Ralph J. Milone and his wife Consuela Milone.

**Finding #1: Unsubstantiated.** Although the Complainant showed up at the Flea Market on November 28, 2015, and was not allowed to sell merchandise, the Complainant was told to go speak with Assistant Principal Taomina by Ralph Milone. After Assistant Principal Taomina conducted his administrative investigation into the issue, he determined the Complainant would not be allowed to sell at the Flea Market because of the Complainants reported negative conduct.

**Allegation #2:** The Complainant was discriminated against by Mr. and Mrs. Milone on the basis of language, race, religion, and country of origin.

**Finding #2: Unsubstantiated.** Based upon the totality of the OIG investigation and the observations on the day of the unannounced site visit, The Milone(s) allowed people of different nationalities to sell in the prime spaces #108 and #114. The OIG learned from

other vendors of diverse nationalities that some had assigned spaces and some were put wherever the Milones placed them for the day.

**Allegation #3:** The Milone's assigned choice rental spaces to their favorite people and show special consideration for "Spanish" vendors.

**Findings #3: Unsubstantiated.** Based upon the totality of the OIG investigation and the observations on the day of the unannounced site visit, The Milone(s) allowed people of different nationalities to sell in the prime spaces #108 and #114. The OIG learned from other vendors of diverse nationalities that some had assigned spaces and some were put wherever the Milones placed them for the day. The OIG did determine that the Milone(s) tends to show favoritism to vendors who have sold at the Flea Market over the years. From the OIG observations those long term vendors were mostly of Hispanic descent.

**Allegation #4:** Lake Worth High School Assistant Principal Vincent Taormina colluded with and defended the actions of Mr. and Mrs. Milone.

**Findings #4: Unfounded.** Based upon the OIG investigation, Assistant Principal Taomina made the decision to not allow the Complainant to sell at the Flea Market after conducting his administrative investigation into the issue.

**Allegation #5:** The Milone's and Assistant Principal Vincent Taormina practice questionable rental collection procedures.

**Findings #5: Substantiated.** The OIG did find the school administration has permitted questionable money collections procedures to be implemented and continued as there was no verification of monies collected by the consultant. As concluded during the 2008 Special Review Audit of the Flea Market, the consultant continues to place the monies collected in the trunk of his car until the end of the day, where the monies is then counted by he and his wife. There is no independent verification of the amount collected and deposited into the bank and no reconciliation of revenue to be received by the school. The consultant does not timely drop the monies collected into the drop safe. The practice is a violation of procedures stated within the School District Internal Accounts Manual.

**Allegation #6:** The Lake Worth Flea Market does not operate on a "first come first serve basis".

**Findings #6: Substantiated.** The OIG determined the Lake Worth Flea Market is not operating on a "first come first serve" basis and as stated by both Ralph Milone and Assistant Principal Vincent Taomina.

## **RECOMMENDATION:**

The OIG makes the following recommendations:

1. The Lake Worth Flea Market should consider changing its advertisement of “first come first serve” as the statement could lead to different interpretations as it did throughout this investigation. Marketing advertising should be clear and unambiguous.
2. The Lake Worth High School administration should develop written procedures for the Flea Market operation. This would not allow leeway in how a consultant flea market manager operate the fundraiser. The written procedures should include a map diagram of vendor locations, assignments and the pricing of such vendor spots. This would give the school administration an idea of how many vendors rented on each day and what the anticipated revenue should be.
3. The Lake Worth High School administration should ensure that Ralph Milone have read School District policies as he is required to comply with all current and related School Board Policies.
4. Since the OIG determined from this investigation that ninety percent (90%) of the vendors are permanent long-term vendors, the Lake Worth High School administration should require these vendors to pre-pay their fees during the week to staff directly at the school. This would allow for a better accountability of all monies collected and eliminate the need for the Milone(s) to handle cash at the Flea Market.
5. As recommended during the 2008 audit review, the Lake Worth High School administration should require Ralph Milone to utilize the drop-safe inside the school at the end of each day to properly secure the money, if any, that is collected.
6. Lake Worth High School should utilize a competitive solicitation for vendor selection as listed in the Districts Internal Accounts Purchasing Guidelines for fundraiser vendor contracted services, given that the current vendor has had the contract since 1992.
7. To avoid liability exposure to the District, the Lake Worth High School Flea Market should ensure that all mobile food truck Vendors that sell food on School District property (1) adhere to all applicable rules, regulations and procedures as it relates to required Mobile Food Vendor qualifications, and (2) are in compliance with the Department of Business and Professional Regulations (DBPR) current health inspection for mobile kitchens.
8. During a subsequent visit at the Lake Worth Flea Market, the OIG observed potential safety hazards. The OIG observed a Vendor utilizing electricity through an extension cord from Building 15. Also, Building 15 doesn't have the appropriate security gate. In addition, near Building 15, the OIG observed a storage trailer. The OIG recommends that Lake Worth High School address these issues as they may pose a possible fire and safety risk.

**FURTHER ACTION:**

In accordance with *School Board Policy 1.092*, subjects of an OIG Investigation are entitled to submit a written explanation or rebuttal of the findings prior to the OIG Investigative Report being finalized. The exception to the rule is for investigation designated as Whistleblower Investigations, in accordance with Florida Statute. In this case the OIG recommendation will be sent under separate cover to the school administration and District management to review and respond.

Pursuant to law and Board policy, the Complainant was provided with the opportunity to review the OIG Investigative Report and provide a written response.

Office of Inspector General  
The School District of Palm Beach County

Case No. 16---467 WB

*Allegations/Issue: Whistleblower Retaliation (Vendor)*

INVESTIGATIVE REPORT

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**AUTHORITY**

School Board Policy 1.092, Inspector General (4)(a)(iv) provides for the Inspector General to receive and consider complaints, and conduct, supervise, or coordinate such inquiries, investigations, or reviews as the Inspector General deems appropriate.

This investigation was conducted by Angelette Green #100, Director of Investigations, in compliance with the *Quality Standards for Investigations, Principles and Standards for Offices of Inspector General*, promulgated by the Association of Inspectors General.

**BACKGROUND:**

The Lake Worth High School Flea Market is located on the campus of Lake Worth Community High. The Flea Market is a fundraiser for the high school. The Flea Market fundraiser was started in 1987 to provide scholarships and to assist other schools in related programs. Lake Worth High School contracts with consultant Mr. Ralph J. Milone to manage the Flea Market. Ralph J. Milone is a paid school district consultant. His current (2016/2017) contracted annual compensation is \$40,265.68. Mr. Milone is required to comply with all current School Board of Palm Beach County Policies. (See Exhibit #1)

The Flea Market operates each Saturday and Sunday, with vendor spaces at various rental rates. General Public Admission to the Flea Market is free. Vendors are required to pay certain fees to operate in the Flea Market.

The Flea Market currently operates as stated through posted advertisement on a “first come first serve basis.” (See Exhibit # 2)

Ralph J. Milone has been managing the Flea Market since 1992. (See Exhibit # 3)

Based upon initial information provided by the Complainant, the OIG determined, the Complainant attained whistleblower status as the reported allegation dealt with gross mismanagement. *Gross mismanagement means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.* The complainant will hereafter be referred to as “the Complainant”. The Complainant is of Hindu decent.

## ALLEGATIONS

On July 14, 2016 the Office of Inspector General received a written complaint from the Complainant alleging retaliation after “whistleblowing” against two managers at the Lake Worth Flea Market. The two managers were identified as Ralph J. Milone and Consuela Milone.

The District does not have a contract with Consuela Milone. Consuela Milone is the wife of Ralph Milone and her name is not listed on the contract agreement.

The Complainant alleges the following:

- **Allegation #1:** The Complainant was discriminated against and banned from the Flea Market on November 28, 2015, as a vendor after complaining to Lake Worth High school administration about the wrong doing and misconduct of the two managers: Ralph J. Milone and his wife, Consuela Milone.
- **Allegation #2:** The Complainant was discriminated against by Mr. and Mrs. Milone on the basis of language, race, religion, and country of origin.
- **Allegation #3:** The Milone’s assigned choice rental spaces to their favorite people and show special consideration for “Spanish” vendors.
- **Allegation #4:** Lake Worth High School Assistant Principal Vincent Taormina colluded with and defended the actions of Mr. and Mrs. Milone.
- **Allegation #5:** The Milone’s and Assistant Principal Vincent Taormina practice questionable rental collection procedures.

The Office of Inspector General (OIG) initiated a complaint intake on July 18, 2016.

## DOCUMENTS REVIEWED

### Relevant District policies, procedures, and directives reviewed included:

- School Board Policy 2.16 Fund-Raising Activities Relating to Schools
- School Board Policy 1.092 Inspector General
- School Board Policy 3.28 Whistleblower Protection Policy
- School Board Policy 3.05 Equal Employment Opportunity Policy
- School Board Policy 3.19 Policy Prohibiting Discrimination and Harassment
- School Board Policy 6.11 Money kept in Schools After Hours
- Internal Accounts Manual Published by Division of Financial Management/Accounting Fiscal Year 2016/2017 (Chapter 7 page 3 and Chapter 1 page 7)
- Special Event Risk Planning Guide Published by School District Risk & Benefits Management

- Bulletin P-12791-COO/EBRM Vendors Liability Insurance Requirements for the Community Use of School Facilities

**Relevant statutes and rules reviewed included:**

- F.S.S. 112.3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief
- F.S.S. 112.389 Investigative procedures upon receipt of whistle-blower information from certain state employees.
- F.S.S. 112.3188 Confidentiality of information given to the Chief Inspector General, internal auditors, inspector general, local chief executive officers, or other appropriate local officials.
- AGO 95-20n Advisory Legal Opinion ; March 13, 1995; Subject: Waiver of whistle-blower’s protection

**Prior applicable audits and investigations:** The March 14, 2008 Audit of Lake Worth High School’s Flea Market Revenue Collection, report #2008-05. (See Exhibit #5)

**Financial records:** n/a

**Personnel records reviewed:** n/a

**Other documentation reviewed:**

- School District Consultant Agreements with Ralph J. Milone School Years (2010/2011, 2013/2014, 2014/2015, 2015/2016 and 2016/2017) (See Exhibit # 1A-E)

**Analysis of Written Complaint:** Please see the following for a chronological events as reported by the Complainant:

|                   |  |
|-------------------|--|
| Sept 20, 2015     | Consuelo Milone put the Complainant in a least desirable spot on the dirt road after the Complainant was the first to arrive at 0400 am            |
| Oct. 11, 2015     | Consuelo Milone gave space to Spanish Speaking women instead of Complainant. The Complainant arrived at 0400 and the women arrived almost at 0600. |
| October 25, 2015  | Consuelo Milone gave space to Guatemalan man who arrived later than the Complainant.   |
| November 14, 2015 | <u>The Milone’s asks the Complainant whats his Religion and Country of Origin “Hindy”?</u>   |
| November 19, 2015 | Complainant <u>filed a complaint with the Admin. of LWHS</u> (Asst. Principal Vincent Taormina) ( See Exhibit # 4-A)                               |
| November 28, 2015 | <u>**The Complainant was banned from Flea Market by Ralph Milone after complaining to the Asst. Principal Taormina</u>                             |
| December 3, 2015  | The Complainant wrote letter to Asst. Principal Taormina after being banned from Flea Market (See Exhibit # 4-B)                                   |



|  |  |
|--|--|
| December 4, 2015                             | Asst. Principal Taormina responded to the Complainant letter. Dated Dec 4, 2016 (See Exhibit # 15)   |
| December 31, 2015                            | The Complainant wrote a letter to Assist. Principal Taormina requesting to return back to the Flea Market  |
| January 26, 2016                             | The Complainant wrote a letter to Assist. Principal thanking him for his letter dated Dec. 4, 2015—a meeting was set for Feb. 3, 2016                |
| February 3, 2016-meeting                     | A meeting took place between Assist. Principal Taormina and the Complainant  |
| February 3, 2016-follow up letter to meeting | Assist. Principal agreed to allow the Complainant to utilize desirable spaces on a rotational basis, according to the Complainant                    |
| February 21, 2016                            | The Complainant wrote another letter to the AP after not hearing from him since the above meeting.   |
| February 8, 2016                             | Assist. Principal Taormina wrote the Complainant a letter stating he would not be offered a space after speaking to the Milones (See Exhibit # 15-B) |
| July 14, 2016                                | The Complainant filed a complaint with the OIG – claiming whistle blower.  |

On July 25, 2016 the OIG sent a contact notification letter to the Complainant requesting that the Complainant contact the OIG as additional information was needed.

On August 1, 2016 the Complainant contacted the OIG and a meeting was subsequently held with the Complainant on August 5, 2016.

**Statement of the Complainant: August 5, 2016**

An audio recorded statement was taken from the Complainant. The Complainant stated the following: The complainant has been vending at the Lake Worth Flea Market since November 2015. The Complainant worked most of the Saturdays and Sundays. The Complainant arrives at the Flea Market at 4 AM and usually he/she is the first person there. The Complainant stated Consuela Milone would arrive at the Flea Market at 5 AM. The Complainant was often placed in a undesirable spot under the bridge. The Complainant stated he/she asked Consuela Milone a couple of times requesting a better spot, but Consuela refused.

The Complainant stated he/she was placed on a dirt road which is a least desirable spot. The Complainant stated the most desirable's spots are numbers 108, 111, and 114. The Complainant stated Consuelo Milone only gives the best spots to Spanish speaking individuals. The Complainant stated Consuelo Milone gives space number 108 to a Spanish young blonde woman who arrives late at 6 AM. The Complainant stated he/she has seen this young blonde woman in the same space four or five times. The Complainant stated Consuelo Milone gives space number

114 to a Spanish white male. The Complainant stated Consuelo Malone has only given him/her space number 108 one time and only for one weekend. The Complainant stated the Milone(s) don't practice "first come first serve" as advertised.

The OIG inquired as to how much the Complainant paid for vendor fees, and the Complainant stated he/she paid \$15 cash for the space. The Complainant stated everyone paid the same amount. The Complainant was asked who collected the money and he/she stated they both (Ralph and Consuela Milone) collected the money. The Complainant stated when the money is collected a receipt was provided.

The OIG inquired as to semi-permanent structures and the Complainant stated semi-permanent structures were located in the most desirable spots and they were on a regular basis filled by the same seven to eleven people. The Complainant stated the semi-permanent structures were left at the Flea Market site overnight and the people who had these assigned spots were favorites of Consuelo Milone.

The OIG inquired as to what occurred after the Complainant complained to the school administration. The Complainant stated after making a complaint a meeting was set up with the Assistant Principal Vincent Taormina. The Complainant stated s/he thought everything was going well because Taormina agreed to allow the Complainant to have one of the desirable spots on a rotational basis. The Complainant stated the next communication from the school was the letter received on February 8, 2016 from Assistant Principal Taormina, stating the Complainant would not be offered a space after speaking to the Milone(s) and that the Complainant's presence at the Flea Market made the Milone(s) uncomfortable.

The Complainant stated he did not understand why they (the Milone(s)) felt uncomfortable with him/her being at the Flea Market as the Complainant was not threatening; and he/she was not a monster or a five hundred pound gorilla.

The OIG asked the Complainant did he/she meet with the school's principal Dr. George Lockhart and he/she stated "no, he/she only meet with Assistant Principal Taormina as he was Dr. Lockhart's representative". The OIG inquired as to how often had he/she seen Assistant Principal Taormina at the Flea Market, and the Complainant stated he/she never saw Taormina there the times the Complainant vended at the flea market.

**Result of Adverse Action:**

The Complainant stated as a result of being banned from the Flea Market he/she is not able to support his/her living. The Complainant stated he/she typically makes one-hundred (\$100) dollars on Saturdays and one-hundred (\$100) dollars on Sundays. The Complainant stated he/she is suffering from mental anguish and depression.

**Resolution Sought:**

The Complainant stated he/she was seeking the following resolution:

1. To be allowed to utilize any of the desirable spots on a first-come first-served basis, as advertised.

2. The choice of taking any of the eleven vacant spots on the basis of first-come first-served.

The Complainant provided the OIG with a copy of a classroom receipt # 15914579, dated October 25, 2015 in the amount of \$15.00 for rental space at the flea market. The receipt contained the signature of Ralph Milone. (See Exhibit #8).

### **OIG INVESTIGATION:**

On Saturday, July 23, 2016 the OIG responded to the Flea Market to conduct covert observations. The OIG observed the Flea Market was well attended. There were approximately 100 different vendor booths set up with vendors selling various merchandise. The OIG did observe subject Ralph Milone riding on a golf cart throughout the Flea Market. The OIG also observed School Police Officer Louis Bartolemeo providing security for the Flea Market.

In conversation with one of the vendors who was selling men boots and other items, the OIG learned from the vendor that he pays thirty-six (\$36) dollars for his space(s). The vendor stated because he did not have a single space which is typically twelve (\$12) dollars per single space—he has three (3) spaces (pole to pole) he was charged twelve dollars (\$12) dollars per pole, per space (\$12 x 3 spaces/poles) = \$36 dollars. The vendor stated he paid cash each day (Saturday and Sunday). The vendor further stated the best spaces are under the bridge and to vend there the cost is fifteen (\$15) dollars per space. The OIG asked the vendor if he was given the same space every week and he stated “yes this is my weekly space”.

In conversation with another vendor who was located under the bridge area, who was selling jewelry and men’s cologne out of his vehicle’s trunk. He confirmed he paid fifteen (\$15) dollars per day for the space, however he did not receive the same space each week.

Photographs were taken of the Flea market. (See Exhibit #9).

On Wednesday, August 10, 2016 the OIG conducted an on-site visit at Lake Worth High School and the Flea Market area to ascertain if semi-structures were left on site. The OIG did not observe any structures left on site. Photographs were taken. (See Exhibit #10)

On August 11, 2016 the OIG received written communication from the Complainant. The communication contained the following: Letter dated August 8, 2016

- The phone number of Lake Worth High School Flea Market: 561-439-1539,
- The recommendation that the ten vendors who have been occupying the desirable spots repeatedly for several years must leave the spots vacant and make them available to any contending vendor under the bridge on first come first served basis....
- Classroom receipt #15914579 for the amount of fifteen (\$15) dollars dated October 25, 2015.

### **Follow-up Investigation:**

On Sunday, August 14, 2016 at 0500 hours, the OIG conducted operational observations and follow-up investigation at the Flea Market. The OIG conducted interviews with the following individuals at the flea market:

### **Operational Observations:**

The OIG arrived at the Flea Market at 0500 hours. Upon arrival we observed a few vendors already set up and on sight. We observed Ms. Milone at the front entrance that is located off Lake Worth Road under the bridge. She appeared to be checking certain vendors into the Flea Market. We further observed a few vendors riding through the check point without stopping or being stopped. The entrance was blocked with cones at 0630 hours. As it related to numbered spaces, the OIG did not see any sequential numbering of the spaces. There were a few spaces numbered by what appeared to be spray paint on the ground. We did observe the numbers #108, and #114. Both spaces were located under the bridge. OIG on-site visit ended around 0700 hours.

The OIG did not see any police security while on-site.

The OIG did see individuals in orange traffic vests throughout the Flea Market. The OIG later learned the individuals in the traffic vests were individuals who were working at the Flea Market receiving community service hours as part of their judicial sanctions.

Photographs were taken of the Flea Market. (See Exhibit #12-B).

The OIG conducted interviews with the following individuals:

#### **Ralph J. Milone**

Mr. Milone (white-male) stated he has been managing the Flea Market for over 25 years. Mr. Milone stated he was familiar with the Complainant. Mr. Milone stated the Complainant has been renting for approximately eight (8) weeks. Mr. Milone stated the Complainant was banned from the Flea Market because he/she insulted him and his wife and if the Complainant is allowed to return he would resign from managing the Flea Market. Mr. Milone stated the Complainant was not banned because of his/her religion, he/she was banned because he/she insulted him and his wife. Mr. Milone stated the Complainant called him and his wife racist and prejudice. Mr. Milone stated the Complainant is anti-black, anti-Hispanic and anti-Obama. Mr. Milone stated after the Complainant wrote letters to the administrations alleging he (Milone) was a racist and only catered to Spanish people, he told Taormina he did not want the Complainant back at the Flea Market. Mr. Milone stated his wife is even Spanish.

The OIG inquired as to the Flea Market's "1<sup>st</sup> Come 1<sup>st</sup> Serve" advertisement and Mr. Milone stated his rules are first come first serve means where I assign you once you arrive. Mr. Milone went on to explain that some of the vendors in the assigned spaces had been in the spaces for ten to fifteen years. Mr. Milone stated of course the best spaces are under the bridge; however everyone cannot fit under the bridge. Mr. Milone stated 80 to 90% percent of the vendors were the same vendors who had been in the same spaces over the years. Mr. Milone stated as spaces open up under the bridge, people out in the sun are allowed to vend under the bridge. Mr. Milone stated currently he had only a handful of spaces under the bridge that are vacant. Mr. Milone stated as people called in sick, he allowed others to rent the spaces. The OIG inquired about spaces # 108 and #114, and Mr. Milone stated if the regular vendor did not show up, then anyone could have the space for the day.

Mr. Milone stated there were approximately one hundred and fifty (150) spaces. Mr. Milone stated he kept track of who vended on what day on a yellow sheet of paper which was then provided to the school's bookkeeper on a later date. Mr. Milone stated the spaces cost twelve (\$12) dollars in the sun and (\$15) dollars under the bridge. Mr. Milone stated depending upon the size of the vendor's set up, the vendor might pay more for more space. Mr. Milone stated the vendors paid on a daily or monthly basis. Mr. Milone stated the money was collected from the vendors once everyone was in place. Mr. Milone stated the money is then placed in the trunk of his car after receipts are issued. Mr. Milone stated money is taken to the bank on Monday and the receipts are then given to bookkeeper.

The OIG expressed concern about (1) how the money was being collected and documented (2) he and his wife taking the money home without the money being counted and verified by school administration, which is inconsistent with District procedures. The OIG inquired as to why he did not utilize the drop-safe and Mr. Milone stated he did not have access to the school. The OIG told Mr. Milone he could work with the assigned police officer to access the school and the drop-safe area as the police officer had access to the school. He stated that the school administration did not tell him to do it that way.

Mr. Milone stated there are no written procedures for Flea Market operations and all the spaces are not marked. Mr. Milone stated he does not have a diagram of the Flea Market indicating space location and assignment.

### **Suria Garza**

Mr. Suria Garza is the owner of the Casina Mexicana vending truck and his truck is usually located under the bridge. Mr. Garza sells Mexican food. Mr. Garza also rent spaces directly in front of his vending truck where he sells clothes and shoes. Mr. Garza stated he has been vending at the Flea Market for twenty-five (25) years. Mr. Garza stated he has usually arrives around 0500 am to set up. Mr. Garza stated he vends on both days; Saturday and Sunday. Mr. Garza stated he is in the same space every week. Mr. Garza stated he is assigned the space by Mr. Milone. Mr. Garza stated he pays eleven hundred (\$1100) dollars per month to vend at the Flea Market. Mr. Garza stated he pays in cash and he gives his money to Mr. Milone. Mr. Garza appeared to be of Spanish decent. There was no identifiable marking to indicate the number of spaces Garza was assigned. It should be noted Mr. Garza stated he sets his equipment up on Saturday morning, and it is left in place Saturday night for Sunday vending. The equipment is then removed on Sunday after the Flea Market close until the following week.

### **Erin Hernandez**

Mr. Erwin Hernandez is a belt vendor. Mr. Hernandez rent space near the dirt road under the bridge (second space on left hand side facing west). He stated he has been vending at the Flea Market for four (4) years. Mr. Hernandez stated he vends on both days; Saturday and Sunday. Mr. Hernandez stated he is in the same space every week. Mr. Hernandez stated he requested the space and Mr. Milone assigned it to him. Mr. Hernandez stated he pays one hundred twenty (\$120) dollars per month to vend at the Flea Market. Mr. Hernandez stated he pays in cash and

he gives his money to Mr. Milone. Mr. Hernandez appeared to be of Spanish decent. There was no identifiable marking to indicate the space number Hernandez was assigned.

### **Willie Paul**

Mr. Willie Paul is a vendor of baby items and toys. Mr. Paul rent space on the south side of the bus loop (not under the bridge). Mr. Paul stated he has been vending at the Flea Market between seven and ten years. Mr. Paul arrived at the Flea Market at approximately 0555 am as observed by OIG investigators. Mr. Paul stated he always vends on Sundays. Mr. Paul stated he is assigned the same space each week as long as he arrives by 0600 am. Mr. Paul stated if he comes after six, then Mr. Milone places him wherever. Mr. Paul stated he pays twelve (\$12) dollars to rent his space and he gives his cash money to Mr. Milone. Mr. Paul appeared to be of Haitian decent. There was no identifiable marking to indicate the space number Paul was assigned.

### **Miriam Flores**

Ms. Miriam Flores is a necklace and jewelry vendor. Ms. Flores was in space numbered #114, under the bridge. Ms. Flores stated she has been vending at the Flea Market three to four years. Ms. Flores stated she usually arrives around 0545 am to set up. Ms. Flores stated she only vend on Sundays. Ms. Flores stated she is not in the same space every week. Ms. Flores stated sometimes I am here or there in different spots. Ms. Flores stated if its full Mrs. Milone puts her in whatever is available. Ms. Flores she when she is under the bridge se pays fifteen (\$15) dollars per day in cash to Mr. and Mrs. Milone when they come around to collect. Ms. Flores appeared to be of Spanish decent. Ms. Flores hair appeared to be of blonde color as described by the Complainant. The OIG did observe the number #114 spray painted on the ground in front of the space. This space is considered prime location by the Complainant.

### **Patrina Blake**

Ms. Patrina Blake is a natural product vendor. Ms. Blake was in space numbered #108, under the bridge. Ms. Blake stated she has been vending at the Flea Market for three (3) weeks. Ms. Blake stated she arrived this morning around 0643 am to set up, but she is supposed to be at the market by 0630. Ms. Blake stated she has only been in space #108 for two days. Ms. Blake stated she does not have a choice of spaces she is taken to a space by Mr. Milone. Ms. Blake stated she is not given the same space every week. Ms. Blake stated she has been placed under the bridge for the time she has been a vendor and she pays fifteen (\$15) dollars per day in cash to Mr. Milone when he comes around to collect. Ms. Blake appeared to be of African American decent. The OIG did observe the number #108 spray painted on the ground in front of the space. This space is considered prime location by the Complainant.

On August 15, 2016, Mr. Milone provided the OIG with additional information related to the Complainant. The information was related to the Complainant views on race and politics. Mr. Milone reported according to the information found on the Complainant's website the Complainant was violently anti-African American, anti-Hispanic, and anti-Muslim. The

information also contained information about the Complainant views as it relates to President Obama and Governor Romney. **See Exhibit #13.**

### **School Principal George Lockhart**

On August 17, 2016, the OIG was contacted by school Principal Dr. George Lockhart. Dr. Lockhart stated he welcomed the investigation and he wanted to make sure the school was doing everything right. Dr. Lockhart stated Assistant Principal Taormina was in charge of the Flea Market and he would let Taormina know OIG would be reaching out to him during this investigation.

On August 18, 2016 the OIG received written communication from the Complainant. The communication contained a copy of a letter written by Assistant Principal Vincent Taormina dated December 4, 2015, requesting a meeting with the Complainant and Mr. Milone to discuss the matter in person so that it can come to a resolve.

### **Assistant Principal Vincent Taormina**

On September 1, 2016 the OIG conducted an interview with Assistant Principal Vincent Taormina at Lake Worth Community High School. Mr. Taormina stated he was familiar with the Complainant and his issue with Mr. Milone and the Flea Market. Taormina stated the Complainant expressed concerns about wanting to sell in a certain spot after having showed up first at the Flea Market. Mr. Taormina stated he met with the Complainant and told him/her he would look into the issue. Mr. Taormina stated he did not recall telling the Complainant he would grant him any spaces on a rotational basis. Mr. Taormina stated after meeting with the Complainant, he met with Mr. Milone. Mr. Milone told him that the Complainant had been aggressive towards him and accused him of renting only to Spanish and being racist. Mr. Taormina stated it was his plan to bring both the Complainant and Mr. Milone together to resolve the issue; however the meeting never took place after Mr. Milone reported that the Complainant had yelled at him and his wife. Mr. Taormina said Mr. Milone stated the Complainant had been going up to people and other vendors at the Flea Market asking them about their race. Mr. Taormina confirmed he wrote the letter dated February 8, 2016, informing the Complainant that he/she would not be offered a space at the Flea Market. Mr. Taormina stated he wrote the letter after meeting with Mr. Milone.

Mr. Taormina was asked about written procedures for Flea Market operations and Mr. Taormina stated there were no written procedures.

Mr. Taormina was asked if there was a map of the flea market indicating space location and assignment and he stated, "no".

Mr. Taormina was asked about the "First come, First serve" advertisement and he stated it is his understanding that it means that the first person who arrives first gets served first. Mr. Taormina stated it did not mean the first person in line would get to choose his/her space. Mr. Taormina stated there are seven or eight spaces that are available under the bridge that are available. Mr.

Taormina stated the other spaces are assigned to vendors who have vended at the Flea Market for years.

The OIG expressed concerns about how the money was being collected and documented by Mr. Milone. The OIG informed Mr. Taormina that Mr. Milone keeping money in the trunk of his car was not a safe secure location and could lead to him potentially being robbed on the way home as the money collected is not dropped in the schools drop-safe or deposited directly in the bank. Further, the Milones counting the monies collected without school personnel verifying the amount did not demonstrate prudent accountability nor checks and balances.

The OIG informed Mr. Taormina about the Special Review of the Flea Market that was done in 2008 and recommended that he review its findings as to how the monies was being collected then and now. Mr. Taormina stated he was not aware of the procedures with regards to how Mr. Milone collected the money and knew that the monies collected by Mr. Milone should be counted, documented on a monies collected form and dropped in the school safe. Mr. Taormina stated the school police officer works the security detail and could let Mr. Milone into the school.

#### **Follow-up Interviews:**

On September 30, 2016 the OIG contacted Assistant Principal Vincent Taormina in an attempt to ascertain if Lake Worth High School as the "Operator" of the Flea Market had a business license for the number of vendors working the Flea Market or did each Flea Market Vendor have their own individual license. The OIG was concerned after seeing the various number of mobile food truck Vendors at the Flea Market selling food during the investigation.

On October 6, 2016 Assistant Principal Vincent Taormina provided the OIG with the following response after contacting Ralph Milone. " Mr. Milone, "he said that he is not sure if the school has a business license, and that the Vendors do not have to have one because it is the school fundraiser". (See Exhibit #18).

It should be noted that further this date September 30, 2016, the OIG contacted the City of Lake Worth Planning and Preservation Department and spoke with Assistant Director Maxime Ducoste. Mr. Ducoste explained the following as it related to the Lake Worth High School Flea Market business occupational licensure. Mr. Ducoste stated each Vendor would need to obtain a business occupational license from the City of Lake Worth if the Vendor does not domicile in the city. Mr. Ducoste stated regardless, if they lived within the City of Lake Worth or not, each Vendor would still need a business license or business tax receipt from the County or the City they reside in. Mr. Ducoste further explained that Lake Worth High School as the "Operator" of the Flea Market could also get a business license for the number of Vendors working the Flea Market.

According to the Special Event Risk Planning Guide published by The School District of Palm Beach Risk & Benefits Management, active mobile food vendors who operate on School District property must hold a current active mobile food vendor license and must not be the subject of



any pending disciplinary activity. It should be noted the Guide does not specifically mention Flea Markets or Fundraisers in exact it states....

“If you plan to use the service of a mobile food vendor at school functions such as football games or fairs, there are specific requirements that must be followed.

If the Vendor sells food only on School property for events such as football games and **does not** sell food commercially to the general public outside of School events, then the vendor must provide the school with copies of the following documents prior to the event:

- A license from the Florida Department of Health, Florida Department of Agriculture or the United States Department of Agriculture;
- A current Local Business Tax Receipt issued in Palm Beach County;
- Appropriate insurance and the completion of the District’s Hold Harmless Agreement for Vendors & Service Providers for events held on District property

If the Vendor **DOES** sell food to the general public outside of school events, then in addition to the requirements listed above, the vendor must also be licensed by the Department of Business and Professional Regulation (DBPR). If you or the vendor have specific questions about this requirement, please contact the DBPR at 850-487-1395 or review the policies for public food services establishments at [www.myfloridalicense.com](http://www.myfloridalicense.com). (See Exhibit #17)

On October 12, 2016 the OIG contacted School District Risk and Safety Manager Linda King, to ascertain if they had on file a copy of an insurance policy for the Lake Worth Flea Market. Ms. King later provided the OIG with a copy of the Lake Worth Flea Market current 2015—2016 insurance policy with AmWINS Access Insurance Services, LLC. (See Exhibit #19).

As it relates to the individual Vendors and their business licensure, Ms. King stated the Flea Market manager (Mr. Milone) and the school administrator (Assistant Principal Taormina) should be making sure the food truck Vendors are properly licensed and are being inspected by the Health Department.

**FINDINGS:**

This investigation concluded the following findings as it related to the reported allegations:

The Complainant alleges the following:

**Allegation #1:** The Complainant was discriminated against and banned from the Flea Market on November 28, 2015, as a vendor after complaining to Lake Worth High school administration about the wrong doing and misconduct of the two managers; Ralph J. Milone and his wife Consuela Milone.

**Finding #1: Unsubstantiated.** Although the Complainant showed up at the Flea Market on November 28, 2015, and was not allowed to sell merchandise, the Complainant was told to go speak with Assistant Principal Taormina by Ralph Milone. After Assistant Principal Taormina conducted his administrative investigation into the issue, he determined the Complainant would not be allowed to sell at the Flea Market because of the Complainants reported negative conduct.

**Allegation #2:** The Complainant was discriminated against by Mr. and Mrs. Milone on the basis of language, race, religion, and country of origin.

**Finding #2: Unsubstantiated.** Based upon the totality of the OIG investigation and the observations on the day of the unannounced site visit, The Milone(s) allowed people of different nationalities to sell in the prime spaces #108 and #114. The OIG learned from other vendors of diverse nationalities that some had assigned spaces and some were put wherever the Milones placed them for the day.

**Allegation #3:** The Milone's assigned choice rental spaces to their favorite people and show special consideration for "Spanish" vendors.

**Findings #3: Unsubstantiated.** Based upon the totality of the OIG investigation and the observations on the day of the unannounced site visit, The Milone(s) allowed people of different nationalities to sell in the prime spaces #108 and #114. The OIG learned from other vendors of diverse nationalities that some had assigned spaces and some were put wherever the Milones placed them for the day. The OIG did determine that the Milone(s) tends to show favoritism to vendors who have sold at the Flea Market over the years. From the OIG observations those long term vendors were mostly of Hispanic descent.

**Allegation #4:** Lake Worth High School Assistant Principal Vincent Taormina colluded with and defended the actions of Mr. and Mrs. Milone.

**Findings #4: Unfounded.** Based upon the OIG investigation, Assistant Principal Taormina made the decision to not allow the Complainant to sell at the Flea Market after conducting his administrative investigation into the issue.

**Allegation #5:** The Milone's and Assistant Principal Vincent Taormina practice questionable rental collection procedures.

**Findings #5: Substantiated.** The OIG did find the school administration has permitted questionable money collections procedures to be implemented and continued as there was no verification of monies collected by the consultant. As concluded during the 2008 Special Review Audit of the Flea Market, the consultant continues to place the monies collected in the trunk of his car until the end of the day, where the monies is then counted by he and his wife. There is no independent verification of the amount collected and deposited into the bank and no reconciliation of revenue to be received by the school. The consultant does not timely drop the monies collected into the drop safe. The practice is a violation of procedures stated within the School District Internal Accounts Manual.

**Allegation #6:** The Lake Worth Flea Market does not operate on a "first come first serve basis".

**Findings #6: Substantiated.** The OIG determined the Lake Worth Flea Market is not operating on a "first come first serve" basis as stated by both Ralph Milone and Assistant Principal Vincent Taomina.

#### **RECOMMENDATION:**

The OIG makes the following recommendations:

1. The Lake Worth Flea Market should consider changing its advertisement of "first come first serve" as the statement could lead to different interpretations as it did throughout this investigation. Marketing advertising should be clear and unambiguous.
2. The Lake Worth High School administration should develop written procedures for the Flea Market operation. This would not allow leeway in how a consultant flea market manager operate the fundraiser. The written procedures should include a map diagram of vendor locations, assignments and the pricing of such vendor spots. This would give the school administration an idea of how many vendors rented on each day and what the anticipated revenue should be.

3. The Lake Worth High School administration should ensure that Ralph Milone have read School District policies as he is required to comply with all current and related School Board Policies.
4. Since the OIG determined from this investigation that ninety percent (90%) of the vendors are permanent long-term vendors, the Lake Worth High School administration should require these vendors to pre-pay their fees during the week to staff at the school. This would allow for a better accountability of monies collected and eliminate the need for the Milone(s) to handle cash at the Flea Market.
5. As recommended during the 2008 audit review, the Lake Worth High School administration should require Ralph Milone to utilize the drop-safe inside the school at the end of each day to properly secure the money that is collected.
6. Lake Worth High School should utilize a competitive solicitation for vendor selection as listed in the Districts Internal Accounts Purchasing Guidelines for fundraiser vendor contracted services, given that the current vendor has had the contract since 1992.
7. To avoid liability exposure to the District, the Lake Worth High School Flea Market should ensure that all mobile food truck Vendors that sell food on School District property (1) adhere to all applicable rules, regulations and procedures as it relates to required Mobile Food Vendor qualifications and (2) are in compliance with the Department of Business and Professional Regulations (DBPR) current health inspection for mobile kitchens.
8. During a subsequent visit at the Lake Worth Flea Market, the OIG observed potential safety hazards. The OIG observed a Vendor utilizing electricity through an extension cord from Building 15. Also, Building 15 doesn't have the appropriate security gate. In addition, near Building 15, the OIG observed a storage trailer. The OIG recommends that Lake Worth High School address these issues as they may pose a possible fire and safety risk. (See Exhibit# 20).

**FURTHER ACTION:**

In accordance with *School Board Policy 1.092*, subjects of an OIG Investigation are entitled to submit a written explanation or rebuttal of the findings prior to the OIG Investigative Report being finalized. The exception to the rule is for investigation designated as Whistleblower Investigations, in accordance with Florida Statute. In this case the OIG recommendation will be sent under separate cover to the school administration and District management to review and respond.

Pursuant to law and Board policy, the Complainant was provided with the opportunity to review the OIG Investigative Report and provide a written response.

**AFFECTED PARTY RESPONSE(S)**

On December 5, 2016, the OIG provided a draft copy of this investigative report to the Complainant, who was given the opportunity to respond pursuant to School Board Policy 1.092, and Florida Statute Section 1012.31.

On December 16, 2016, the OIG received a response from the Complainant. **(See Exhibit # 21).**

On December 7, 2016, the OIG held a meeting with Lake Worth High School administrators Dr. George Lockhart, Principal and Vincent Taormina, Assistant Principal to discuss the findings and recommendations of this investigation. They were further provided with a draft copy of this investigative report, and were given the opportunity to respond pursuant to School Board Policy, 1.092, and Florida Statute Section 1012.31. Both school administrators were receptive to the OIG recommendations.

On February 6, 2017, the OIG received a response from Lake Worth High School. The response included a newly developed Lake Worth High School Flea Market Policy and Operational Manual. The Operational Manual addressed the recommendations of the OIG. **(See Exhibit #22).**

Case # 16-467

Ralph J. Milone  
School District Consultant Agreements

Exhibit # 1



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# School District Consultant Agreement

|   |                    |
|---|--------------------|
| Agenda Item #   | Board Meeting Date |
| Contact<br>Vincente Taormina                            | PX<br>26322        |
| School / Department<br>Lake Worth Community High School |                    |

Agreement between the School Board of Palm Beach County and  
Ralph J. Milone

THIS AGREEMENT is entered into this First day of July, 20 16 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Ralph J. Milone

, hereinafter referred to as "Consultant".  
WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth;

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services. NOW, THEREFORE, the Board and the Consultant agree as follows:

1. **TERM** The term of this Agreement shall commence on 7/1/2016 and shall end on 6/30/2017

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services;

Manage the Lake Worth Community High School Flea Market, organize, supervise vendors and shoppers, maintain appropriate financial records and reports, facilitate set-up and break-down of vendor stations, clean and secure all parking areas.



B. Time, date, and location of services:  
Saturday and Sunday 3:00 a.m. - 5:00 p.m.

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Ralph J. Milone  
Education Miami-Dade Community College, University of Miami  
Position and Address Manager - 5571 South 36th Street, Greenacres, FL 33463  
Target Group/School/Department Lake Worth Community High School  
Approximate Number to be Served 250 vendors, approximately 3,500 shoppers each Saturday and Sunday

4. **EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by Vicente Taormina, Assistant Principal  
*TITLE OF THE CONSULTANT'S SUPERVISOR/EVALUATOR*  
the School District at regular intervals and in accordance with the attached evaluation tool, Exhibit "B".

**FINANCIAL IMPACT**

The financial impact is \$40,265.68 The source of funds is Internal Account 6-4430.01

| DEPT | FUND | FUNC | ACCT | PROGRAM | BUDG. MGR. | LOCAL CODE | AWARD YEAR |
|------|------|------|------|---------|------------|------------|------------|
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |

5. **COMPLIANCE WITH POLICIES AND LAWS/INSPECTOR GENERAL**

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeachschools.org/> or [www.boarddocs.com/11/palmbeach/Board.nsf/Public](http://www.boarddocs.com/11/palmbeach/Board.nsf/Public) and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

Policy 1.092(4)(d)(i) Accessibility to and Cooperation with Inspector General and Staff. The Office of Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the District, which includes information regarding District vendors or any other partnership, corporation or organization that may be involved with the District, as deemed necessary in performing investigative and/or audit activities and other requested information, including automated or electronic data, pertaining to the business of the School Board and District within their custody.

**6. COMPENSATION**

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Forty Thousand Two Hundred Sixty Five Dollars and Sixty Eight

(\$ 40,265.68 ), for a maximum of N/A hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Flat Rate: \$774.34 per week for 52 weeks

B. I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

C. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is: Dr. George Lockhart

**7. CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Consultant will not receive student information.

Consultant will receive student information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.

Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed a "school official" in accordance with School Board Policy 6.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit C.

**8. BACKGROUND CHECKS/FINGERPRINTING**

The Jessica Lunsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in FS §435.04 will be employed in the performance of this Agreement.

**9. PUBLIC RECORDS COMPLIANCE**

CONSULTANT shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the district under this agreement.

B. Provide the public with access to public records on the same terms and conditions that the School Board of Palm Beach County would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except by authorized by law.

Failure of Consultant to abide by terms of this provision shall be deemed a material breach of this agreement. This provision shall survive any termination or expiration of the terms of this contract.

**10. INDEPENDENT CONTRACTOR**

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

**11. OWNERSHIP**

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.



**12. INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this Agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

**13. WAIVER OF SUBROGATION**

In the event of loss, damage or injury to the Consultant and/or the Consultant's property, the Consultant shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The Consultant hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to Consultant's operations for any school or ancillary owned by the School Board of Palm Beach County.

**14. TRAVEL**

Travel  is  is not allowable for this Agreement. Estimated travel expense is not to exceed                     N/A                     for the term of the Agreement. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 1 12.081 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

**16. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Board.

**16. ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

**17. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**18. TERMINATION**

The Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement and the Board will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the Board reserves the right to cancel this Agreement with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the Agreement completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this Agreement. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits. In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

**19. MINORITY STATUS**

The Board strongly encourages active minority/women business enterprise participation with all professional services.

The Consultant certifies that: This business is minority owned and operated (minimum 51%)  Yes  No  
If a consultant not representing a firm, I am a minority  Yes  No

**20. COMMERCIAL NONDISCRIMINATION**

Consultant shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Consultant shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit other wise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Consultant understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

**21. LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

**22. NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant **Ralph J. Milone**

SCHOOL BOARD  
OF PALM BEACH COUNTY, FLORIDA  
Purchasing Department  
3300 Forest Hill Boulevard, Suite A 323  
West Palm Beach, Florida 33406

Address 5571 South 36th Street Greenacres, FL 33463

Telephone # ( 561 ) 439 - 1539 Extension # \_\_\_\_\_

Consultant E-mail (Required) LWHSPLBA@aol.com

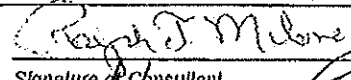
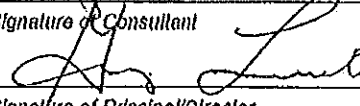
**23. MANDATORY CONTRACT DOCUMENTS**


This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporated herein: (approval will not be granted without these mandatory attachments)

- Exhibit A - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997). See Page 5.
- Exhibit B - Provide Consultant Evaluation (PBSD 2075). See Page 6.

- \$5,000 or less per vendor/fiscal year/location requires consultant and principal/director signature only
- \$5,001 to \$25,000 per vendor/fiscal year/location requires signature of consultant, principal/director, area/assistant superintendent, legal services, chief academic/operating officer, deputy superintendent/chief of schools and superintendent.
- All consultant contracts over \$25,000 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

|   |                |   |
|---|----------------|---|
|  | <u>3/21/16</u> | Ralph J. Milone                         |
| <i>Signature of Consultant</i>  | <i>Date</i>    | <i>Print Name of Consultant</i>         |
|  | <u>3/28/16</u> | Dr. Gorge L. Lockhart                   |
| <i>Signature of Principal/Director</i>  | <i>Date</i>    | <i>Print Name of Principal/Director</i> |

|  |             |  |
|--|-------------|--|
| <br><br>   | <br><br>    | <br><br>   |
| <i>Signature of Area/Assistant Superintendent</i>          | <i>Date</i> | <i>Print Name of Area/Assistant Superintendent</i>                                   |
| <i>Signature of Chief Academic/Operating Officer</i>       | <br><br>    | <i>Print Name of Chief Academic/Operating Officer</i>                                |
| <i>Signature of Deputy Superintendent/Chief of Schools</i> | <br><br>    |  |
| <br><br>   | <br><br>    | <u>5/19/16</u>   |
| <i>Signature of Superintendent</i>                         | <i>Date</i> | <i>Signature of School Board Chairman</i> <i>Date</i>                                |



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
**Beneficial Interest and  
Disclosure of Ownership Affidavit**

Bld No. \_\_\_\_\_ Project No./Title \_\_\_\_\_

Corporate Name N/A

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authorily, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

| Name  | Address | Percentage |
|-------|---------|------------|
| _____ | _____   | _____      |
| _____ | _____   | _____      |

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

| Name  | Address | Percentage |
|-------|---------|------------|
| _____ | _____   | _____      |
| _____ | _____   | _____      |

C. Stock held for others and for whom held:

| 1. Name / 2. From Whom Held | Address | Percentage |
|-----------------------------|---------|------------|
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |

CORPORATE REPRESENTATIVE

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ Such person(s) (Notary Public must check applicable box).

Is/are personally known to me.  produced a current driver license(s).  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public



PO Number

# Consultant Evaluation

School/Department Lake Worth Community High School

Name of Consultant Ralph J. Milone

Contract Period From 7/1/2016 To 6/30/16

Rating: 5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1 - Unsatisfactory

### JOB KNOWLEDGE AND SKILL

1. Technical and procedural know-how to complete the project
2. Knowledge of his/her specialty area
3. Ingenuity, creativity, and innovation
4. General quality of the work performed
5. Student Assessment

|    | 5 | 4 | 3 | 2 | 1 |
|----|---|---|---|---|---|
| 1. |   |   |   |   |   |
| 2. |   |   |   |   |   |
| 3. |   |   |   |   |   |
| 4. |   |   |   |   |   |
| 5. |   |   |   |   |   |

### PRODUCTIVITY

1. Services provided matched the specifications of the contract
2. Results produced
3. Ability to meet goals as scheduled
4. Success of the project

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

### COMMUNICATION

1. Listening skills
2. Returned phone calls, follow-up information, etc. in a timely manner
3. Overall communication skills
4. Overall accessibility/availability

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

### INTERACTION

1. Working relationships with teachers and/or students
2. Ability to work as part of a team
3. Status updates and information received as the project progressed

|    |  |  |  |  |  |
|----|--|--|--|--|--|
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |

RATING: A - Agree D - Disagree N/A - Not Applicable

1. Demonstrates dependability
2. Demonstrates ingenuity/creativity/innovation
3. Performs well under pressure
4. Effective when presenting ideas orally
5. Expresses ideas clearly and uses correct grammar in written communication
6. Listens effectively
7. Provides feedback in a constructive and timely manner
8. Is self-reliant and requires little or no supervision
9. Treats staff and/or students with fairness, respect and integrity.

|    | A | D | NA |
|----|---|---|----|
| 1. |   |   |    |
| 2. |   |   |    |
| 3. |   |   |    |
| 4. |   |   |    |
| 5. |   |   |    |
| 6. |   |   |    |
| 7. |   |   |    |
| 8. |   |   |    |
| 9. |   |   |    |

I would hire this consultant again.  Yes  No

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Dr. George L. Lockhart

Print Name of Evaluator

## RESUME

Ralph J. Millone  
5571 S. 36 Street  
Greenacres Fl 33463  
561-439 1539

### OBJECTIVE:

Manage the Lake Worth Community School Flea Market.

### PERSONAL:

Born in Washington D.C May 12, 1944

### EDUCATION:

1962-1966 Attended Miami-Dade College and University of Miami

### BUSINESS:

1968 Personal Aide to Rep. Edward J. Gurney  
1968-1990 Vice President Sun Coast Construction  
1992-Current Manager Lake Worth Community High School Flea Market.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
**Beneficial Interest and  
Disclosure of Ownership Affidavit**

Bid No. \_\_\_\_\_ Project No./Title \_\_\_\_\_

Corporate Name N/A

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

| Name  | Address | Percentage |
|-------|---------|------------|
| _____ | _____   | _____      |
| _____ | _____   | _____      |
| _____ | _____   | _____      |

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

| Name  | Address | Percentage |
|-------|---------|------------|
| _____ | _____   | _____      |
| _____ | _____   | _____      |
| _____ | _____   | _____      |

C. Stock held for others and for whom held:

| 1. Name / 2. From Whom Held | Address | Percentage |
|-----------------------------|---------|------------|
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |

**CORPORATE REPRESENTATIVE**

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ Such person(s) (Notary Public must check applicable box).

is/are personally known to me.  produced a current driver license(s).  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
DEPARTMENT OF GENERAL COUNSEL TO THE SCHOOL BOARD

# Contract Review as to Form and Legal Sufficiency Checklist

|                    |
|--------------------|
| Board Item         |
| Board Meeting Date |

PBSD Contract Form:  Yes  No Name of Contract: Ralph J. Milone Consultant Agreement

Contract Action:  New  Renewal  Amendment/Modification/Change Order

School/Department Requesting Review as to Form and Legal Sufficiency: Purchasing

Does the Request for Legal Review indicate that the Chief, Assistant Superintendent, Director or Principal reviewed and approved the content of the Contract?  Yes  No

| Contract Terms  | Comments/Specific Provisions In Contract       |
|---|--|
| Term (Length of Contract)   | 7/1/2016 - 6/30/2017                           |
| Termination   | Page 3, Section 18                             |
| Insurance   | Certificate of Liability Insurance is attached |
| Indemnification   | Page 3, Section 12                             |
| Liability   | Page 3, Section 12                             |
| Confidentiality   | Page 2, Section 7                              |
| Warranties  | None   |
| Labor Issues  | None   |
| Disclaimers   | None   |
| Background Screening  | Page 2, Section 8                              |
| Inspector General   | Page 1, Section 5                              |
| Non-Discrimination<br><input checked="" type="checkbox"/> Policy 6.144 <input type="checkbox"/> Other | Page 3, Section 20                             |
| Public Records<br><input checked="" type="checkbox"/> §119.0701, FS <input type="checkbox"/> Other    | Please see Page 2, Section 9                   |
| Governing Law<br><input checked="" type="checkbox"/> Florida <input type="checkbox"/> Other           | Page 3, Section 17                             |
| Venue<br><input checked="" type="checkbox"/> Palm Beach <input type="checkbox"/> Other                | Page 3, Section 17                             |
| <b>Business Principles</b>  | <b>Comments</b>                                |
| Fees: Total Value   | \$40,265.68                                    |
| Fees: Per Fiscal Year   | \$40,265.68                                    |
| Payment Terms   | Page 2, Section 6                              |
| <b>Other Issues</b>   | <b>Comments</b>                                |
| Beneficial Interest Affidavit   | Attached                                       |
| Non-Negotiable, Misc.   | None   |

Notes/Special Considerations

Reviewed and approved as to form and legal sufficiency:  Yes  No

Consistent with applicable laws:  Yes  No

Consistent with applicable policies including, but not limited to, Procurement policies:  Yes  No

Kimberly Hall  
Print Name of Attorney

[Signature]  
Signature of Attorney

5/19/16  
Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Request for Legal Approval of Document by  
Office of General Counsel

RECEIVED

MAR 29 2016

BY LEGAL SERVICES

DIRECTIONS: Allow ten (10) business days for review and approval. Your Document may be returned without review for failure to complete the information below.

Date Submitted 3/29/2016 Number of Originals Submitted One

Name of Document Ralph J. Milone Consultant Agreement

School/Department Submitting Purchasing

Contact Person Michelle Thissell Telephone \_\_\_\_\_ PX 48306

Requested Return Date 4/5/2016 (DO NOT use "ASAP" - a specific date is required)

This Document is a  Contract  Policy  Bulletin  Form/Manual  Other (please specify) \_\_\_\_\_

Are all attachments, appendices, schedules, forms, or exhibits referenced in the Document attached to this form?

Yes  No  N/A

NOTE: The Document cannot be approved until all attachments, appendices, schedules, forms, or exhibits referenced in the Document are submitted.

If the Document is a Contract, please indicate whether it is:  New  Renewal of Existing Contract

Extension of Existing Contract  Modification/Amendment of Existing Contract

NOTE: If this is a Renewal, Extension, or Modification/Amendment, attach copy of Original Contract and any prior Amendments.

If the Document is a Contract, is the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997) attached?

Yes  No If no, why not? \_\_\_\_\_

NOTE: If PBSD 1997 is required, the Document cannot be approved until it is submitted.

Will the Document be submitted to the Board for approval?  Yes  No If not, why not? (give reason below)

Has your Chief, Assistant Superintendent, Director, or Principal reviewed and approved the content of this Document?

Yes  No If no, why not? \_\_\_\_\_

How do you want the Document returned to you?  Pick Up  Pony  Facsimile  Email

Comments:

Will go to May's Board  
2016-03-01864

Signature of Chief, Assistant Superintendent, Director, or Principal

Date

Attorney Assigned [Signature]

Date of Completion by Attorney 4/4/16





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

PO Number

# Consultant Evaluation

School/Department Lake Worth Community High School

Name of Consultant Ralph J. Milone

Contract Period From 07/01/2014 To 06/30/2015

Rating: 5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1 - Unsatisfactory

### JOB KNOWLEDGE AND SKILL

1. Technical and procedural know-how to complete the project
2. Knowledge of his/her specialty area
3. Ingenuity, creativity, and innovation
4. General quality of the work performed
5. Student Assessment

|    | 5 | 4 | 3 | 2 | 1 |
|----|---|---|---|---|---|
| 1. | ✓ |   |   |   |   |
| 2. | ✓ |   |   |   |   |
| 3. | ✓ |   |   |   |   |
| 4. | ✓ |   |   |   |   |
| 5. | ✓ |   |   |   |   |

### PRODUCTIVITY

1. Services provided matched the specifications of the contract
2. Results produced
3. Ability to meet goals as scheduled
4. Success of the project

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### COMMUNICATION

1. Listening skills
2. Returned phone calls, follow-up information, etc. in a timely manner
3. Overall communication skills
4. Overall accessibility/availability

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### INTERACTION

1. Working relationships with teachers and/or students
2. Ability to work as part of a team
3. Status updates and information received as the project progressed

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |

RATING: A - Agree D - Disagree N/A - Not Applicable

1. Demonstrates dependability
2. Demonstrates ingenuity/creativity/innovation
3. Performs well under pressure
4. Effective when presenting ideas orally
5. Expresses ideas clearly and uses correct grammar in written communication
6. Listens effectively
7. Provides feedback in a constructive and timely manner
8. Is self-reliant and requires little or no supervision
9. Treats staff and/or students with fairness, respect and integrity.

|    | A | D | NA |
|----|---|---|----|
| 1. | ✓ |   |    |
| 2. | ✓ |   |    |
| 3. | ✓ |   |    |
| 4. | ✓ |   |    |
| 5. | ✓ |   |    |
| 6. | ✓ |   |    |
| 7. | ✓ |   |    |
| 8. | ✓ |   |    |
| 9. | ✓ |   |    |

I would hire this consultant again.  Yes  No

Signature of Evaluator

Date

George L. Lockhart

Print Name of Evaluator



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# School District Consultant Agreement

|   |                                      |
|---|--------------------------------------|
| Agenda Item #<br><b>#MPAY</b>                           | Board Meeting Date<br><b>5/12/15</b> |
| Contact<br>Pete DiDonato                                | PX<br>26322                          |
| School / Department<br>Lake Worth Community High School |                                      |

Agreement between the School Board of Palm Beach County and

Ralph J. Milone

THIS AGREEMENT is entered into this First day of July, 2015 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Ralph Milone

, hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth;

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services. NOW, THEREFORE, the Board and the Consultant agree as follows:

1. **TERM** The term of this Agreement shall commence on 7/1/2015 and shall end on 6/30/2016

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Manage the Lake Worth Community High School Flea Market. Organize, supervise vendors and shoppers, maintain appropriate financial records and reports, facilitate set-up and break-down of vendor stations. Clean and secure all parking areas.

B. Time, date, and location of services:

Saturday and Sunday 3:00 a.m. - 5:00 p.m.



3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Ralph J. Milone

Education Miami-Dade Community College, University of Miami

Position and Address Manager - 5571 South 36th Street, Greenacres, FL 33463

Target Group/School/Department Lake Worth Community High School

Approximate Number to be Served 250 vendors, approximately 3,500 shoppers each Saturday and Sunday

4. **EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by Pete DiDonato, Assistant Principal

*TITLE OF THE CONSULTANT SUPERVISOR*

of the School District at regular intervals and in accordance with the attached evaluation tool, Exhibit "B".

**FINANCIAL IMPACT**

The financial impact is \$40,265.68 The source of funds is Internal Account 6-4430.01

| DEPT | FUND | FUNC | ACCT | PROGRAM | BUDG. MGR. | LOCAL CODE | AWARD YEAR |
|------|------|------|------|---------|------------|------------|------------|
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |

5. **COMPLIANCE WITH POLICIES AND LAWS**

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeachschools.org/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

Policy 1.092(4)(d)(i) Accessibility to and Cooperation with Inspector General and Staff. The Office of Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, PBSD 1420 (Rev. 6/23/2014)

processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the District, which includes information regarding District vendors or any other partnership, corporation or organization that may be involved with the District, as deemed necessary in performing investigative and/or audit activities and other requested information, including automated or electronic data, pertaining to the business of the School Board and District within their custody.

#### 6. COMPENSATION

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Forty-Thousand, Two-Hundred, Sixty-Five Dollars and Sixty-Eight/One Hundred Cents

(\$ 40,265.68 ), for a maximum of N/A hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Flat Rate: \$774.34 per week for 52 weeks

B. I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is: George L. Lockhart

#### 7. CONFIDENTIALITY OF STUDENT RECORDS

The Consultant is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Consultant will not receive student information.

Consultant will receive student information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.

Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit C..

#### 8. BACKGROUND CHECKS/FINGERPRINTING

The Jessica Lynsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in FS §435.04 will be employed in the performance of this Agreement.

#### 9. INDEPENDENT CONTRACTOR

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

#### 10. OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

**11. INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this Agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

**12. WAIVER OF SUBROGATION**

In the event of loss, damage or injury to the Consultant and/or the Consultant's property, the Consultant shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The Consultant hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to Consultant's operations for any school or ancillary owned by the School Board of Palm Beach County.

**13. TRAVEL**

Travel  is  is not allowable for this Agreement. Estimated travel expense is not to exceed           N/A           for the term of the Agreement. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 112.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

**14. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Board.

**15. ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

**16. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**17. TERMINATION**

The Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement and the Board will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the Board reserves the right to cancel this Agreement with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the Agreement completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this Agreement. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits. In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

**18. MINORITY STATUS**

The Board strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%)  Yes  No

If a consultant not representing a firm, I am a minority  Yes  No

**19. COMMERCIAL NONDISCRIMINATION**

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Consultant shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit other lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace,

such as those specified in the Palm Beach County School Board Policy 6.143. Consultant understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, department, or other sanctions.

**20. LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

**21. NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant Ralph J. Milone

SCHOOL BOARD  
OF PALM BEACH COUNTY, FLORIDA  
Purchasing Department  
3300 Forest Hill Boulevard, Suite A 323  
West Palm Beach, Florida 33406

Address 5571 South 36th Street  
Greenacres, FL 33463

Telephone # ( 561 ) 439 - 1539 Extension # \_\_\_\_\_

Consultant E-mail (Required) LWHSFLEA@aol.com

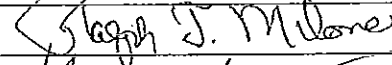
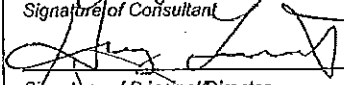
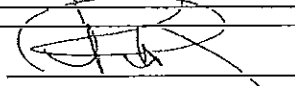
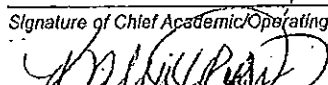
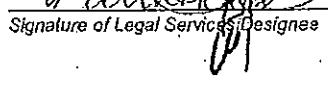
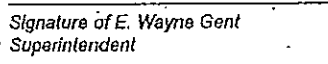
**22. MANDATORY CONTRACT DOCUMENTS**

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporated herein: (approval will not be granted without these mandatory attachments)

- Exhibit A - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997). See Page 5.
- Exhibit B - Provide Consultant Evaluation (PBSD 2075). See Page 6.

- \$5,000 or less per vendor/fiscal year/location requires consultant and principal/director signature only
- \$5,001 to \$10,000 per vendor/fiscal year/location requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

|   |                |  |
|---|----------------|--|
|  | <u>3-30-15</u> | <u>Ralph J. Milone</u>                         |
| Signature of Consultant   | Date           | Print Name of Consultant                       |
|  | <u>3.31.15</u> | <u>George L. Lockhart</u>                      |
| Signature of Principal/Director   | Date           | Print Name of Principal/Director               |
|  | <u>4/8/15</u>  | <u>Rod Montgomery</u>                          |
| Signature of Area/Assistant Superintendent  | Date           | Print Name of Area/Assistant Superintendent    |
|  | <u>4/20/15</u> | <u>Kathleen R. D. Hard</u>                     |
| Signature of Chief Academic/Operating Officer                                       | Date           | Print Name of Chief Academic/Operating Officer |
|  | <u>5/14/15</u> | <u>[Signature]</u>                             |
| Signature of Legal Services Designee  | Date           | Print Name of Legal Services Designee          |
|  | <u>5/18/15</u> | <u>[Signature]</u>                             |
| Signature of E. Wayne Gent Superintendent   | Date           | Signature of Chuck Shaw School Board Chairman  |



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

**Beneficial Interest and  
Disclosure of Ownership Affidavit**

Bid No. \_\_\_\_\_ Consultant \_\_\_\_\_ Project No./Title Lake Worth Community High School Flea Market

Corporate Name: Ralph J. Milone *MA* *al*

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

| Name                         | Address                                   | Percentage |
|------------------------------|---|------------|
| <i>RM</i><br>Ralph J. Milone | 5571 South 36th St., Greenacres, FL 33463 | 100%       |
|                              |   |            |
|                              |   |            |

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

| Name | Address | Percentage |
|------|---------|------------|
|      |         |            |
|      |         |            |
|      |         |            |

C. Stock held for others and for whom held:

| 1. Name / 2. From Whom Held | Address | Percentage |
|-----------------------------|---------|------------|
| 1. _____                    |         |            |
| 2. _____                    |         |            |
| 1. _____                    |         |            |
| 2. _____                    |         |            |
| 1. _____                    |         |            |
| 2. _____                    |         |            |

CORPORATE REPRESENTATIVE

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

Such person(s) (Notary Public must check applicable box).

is/are personally known to me.  produced a current driver license(s).  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)

Page 5 of 6

## RESUME

Ralph J. Milone  
5571 S. 36 Street  
Greenacres Fl 33463  
561-439 1539

### OBJECTIVE:

Manage the Lake Worth Community School Flea Market.

### PERSONAL:

Born in Washington D.C May 12, 1944

### EDUCATION:

1962-1966 Attended Miami-Dade College and University  
of Miami

### BUSINESS:

1968 Personal Aide to Rep. Edward J. Gurney  
1968-1990 Vice President Sun Coast Construction  
1992-Current Manager Lake Worth Community High  
School Flea Market.



Ralph J. Milone Jr.

Vendor

Expiration Date:  
08/26/2018







THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

PO Number

# Consultant Evaluation

School/Department Lake Worth Community High School

Name of Consultant Ralph J. Milone

Contract Period From 07/01/2014 To 06/30/2015

Rating: 5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1 - Unsatisfactory

### JOB KNOWLEDGE AND SKILL

1. Technical and procedural know-how to complete the project
2. Knowledge of his/her specialty area
3. Ingenuity, creativity, and innovation
4. General quality of the work performed
5. Student Assessment

|    | 5 | 4 | 3 | 2 | 1 |
|----|---|---|---|---|---|
| 1. | ✓ |   |   |   |   |
| 2. | ✓ |   |   |   |   |
| 3. | ✓ |   |   |   |   |
| 4. | ✓ |   |   |   |   |
| 5. | ✓ |   |   |   |   |

### PRODUCTIVITY

1. Services provided matched the specifications of the contract
2. Results produced
3. Ability to meet goals as scheduled
4. Success of the project

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### COMMUNICATION

1. Listening skills
2. Returned phone calls, follow-up information, etc. in a timely manner
3. Overall communication skills
4. Overall accessibility/availability

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### INTERACTION

1. Working relationships with teachers and/or students
2. Ability to work as part of a team
3. Status updates and information received as the project progressed

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |

RATING: A - Agree D - Disagree N/A - Not Applicable

1. Demonstrates dependability
2. Demonstrates ingenuity/creativity/innovation
3. Performs well under pressure
4. Effective when presenting ideas orally
5. Expresses ideas clearly and uses correct grammar in written communication
6. Listens effectively
7. Provides feedback in a constructive and timely manner
8. Is self-reliant and requires little or no supervision
9. Treats staff and/or students with fairness, respect and integrity.

|    | A | D | NA |
|----|---|---|----|
| 1. | ✓ |   |    |
| 2. | ✓ |   |    |
| 3. | ✓ |   |    |
| 4. | ✓ |   |    |
| 5. | ✓ |   |    |
| 6. | ✓ |   |    |
| 7. | ✓ |   |    |
| 8. | ✓ |   |    |
| 9. | ✓ |   |    |

I would hire this consultant again.  Yes  No

Signature of Evaluator

Date

George L. Lockhart

Print Name of Evaluator



#### Agenda Item Details

Meeting Jun 18, 2014 - 3, REGULAR BOARD MEETING at 5 p.m. in Board Room  
Category 14a. Consent Agenda - Purchasing Items (FMP)  
Subject FMPA11 Approval of Ralph J. Milone Consultant Agreement  
Type Action (Consent)  
Recommended Action I recommend approval of the Consultant Agreement with Ralph J. Milone in the amount of \$40,265.68 effective July 1, 2014 through June 30, 2015; and authorize the Superintendent and Board Chairman to finalize and sign all necessary documents.

#### DESCRIPTION:

Approve the Consultant Agreement with Ralph J. Milone to provide the following services:

- Manage the operations of Lake Worth Community High School Flea Market
- Organize and supervise vendors and shoppers
- Maintain appropriate financial records and reports
- Facilitate set up and break down of vendor stations
- Clean and secure all parking areas to include gates at closing

This service affects 250 or more vendors and approximately 3500 shoppers each Saturday and Sunday.

A search of a third party procurement provider, local trade publications and the Office of Diversity and Business Practices was made to identify potential vendors for this service and only one was located. That vendor, upon reviewing the requirements of the contract chose to decline the opportunity to submit a quote.

#### CONTACT:

Michael J. Burke, Chief Operating Officer ([mike.burke@palmbeachschools.org](mailto:mike.burke@palmbeachschools.org))  
Cheryl Allgood, Chief Academic Officer ([cheryl.allgood@palmbeachschools.org](mailto:cheryl.allgood@palmbeachschools.org))  
Rod Montgomery, Area Superintendent

#### FINANCIAL IMPACT:

The financial impact to Lake Worth High School's internal funds account is \$40,265.68. The source of funds is revenue from flea market vendor fees.

#### SCHOOL BOARD GOALS: (Check all that apply.)

X 1. Student First Philosophy



Angelette Green &lt;angelette.green@palmbeachschools.org&gt;

---

**Fwd: Ralph Milone Consultant Agreement**

2 messages

**Dotty Fairbanks** <dotty.fairbanks@palmbeachschools.org>

Thu, Jul 21, 2016 at 10:53 AM

To: Angelette Green &lt;angelette.green@palmbeachschools.org&gt;

Cc: Hollie Hawn &lt;hollie.hawn@palmbeachschools.org&gt;, Kimberly Hall &lt;kimberly.hall@palmbeachschools.org&gt;, Blair LittleJohn &lt;blair.littlejohn@palmbeachschools.org&gt;

Angelette,

Per your request, attached is a copy of the consultant agreement I received from the Purchasing Department. The Legal office does not have a copy of the fully executed contract. Purchasing submitted the contract to Legal for review, sent it to Board for approval and had the copy of the fully executed contract after the Board approval.

Thanks,

Dotty Fairbanks, Legal Administrative Assistant  
Office of General Counsel  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite C-323  
West Palm Beach, FL 33406  
(561) 434-7471 / Fax (561) 434-8105  
[www.palmbeachschools.org](http://www.palmbeachschools.org)  
[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)

----- Forwarded message -----

From: **Michelle Thissell** <michelle.thissell@palmbeachschools.org>

Date: Wed, Jul 20, 2016 at 1:58 PM

Subject: Re: Ralph Milone Consultant Agreement

To: Dotty Fairbanks &lt;dotty.fairbanks@palmbeachschools.org&gt;

Oh, Ok. This is all I have.

Thank you,

Michelle Thissell  
Purchasing Agent II  
District Purchasing Department

The School District of Palm Beach County  
Phone: 561-434-8306  
[michelle.thissell@palmbeachschools.org](mailto:michelle.thissell@palmbeachschools.org)

**Think Green - don't print this email unless you really need to!**

**The School District of Palm Beach County is working an extended work week, Monday through Thursday and therefore will not be working on Friday's, June 10 through July 29, 2016. All communications will be responded to on Monday's when the District opens.**

On Wed, Jul 20, 2016 at 1:55 PM, Dotty Fairbanks &lt;dotty.fairbanks@palmbeachschools.org&gt; wrote:

Michelle,

I didn't know they wanted the 2015 contract.

Thanks,

Dotty Fairbanks, Legal Administrative Assistant  
Office of General Counsel  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite C-323  
West Palm Beach, FL 33406  
(561) 434-7471 / Fax (561) 434-8105  
[www.palmbeachschools.org](http://www.palmbeachschools.org)  
[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)

----- Forwarded message -----

From: **Kimberly Hall** <[kimberly.hall@palmbeachschools.org](mailto:kimberly.hall@palmbeachschools.org)>  
Date: Wed, Jul 20, 2016 at 1:42 PM  
Subject: Re: Ralph Milone Consultant Agreement  
To: Dotty Fairbanks <[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)>  
Cc: Hollie Hawn <[hollie.hawn@palmbeachschools.org](mailto:hollie.hawn@palmbeachschools.org)>

Dotty, would you please also ask her for the 2015 fully executed agreement? Thanks!!

On Wed, Jul 20, 2016 at 1:19 PM, Dotty Fairbanks <[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)> wrote:  
RE: Ralph Milone Consultant Contract

Michelle indicated this copy has routing slips, etc. There is more paper than what goes to the vendor.

Thanks,

Dotty Fairbanks, Legal Administrative Assistant  
Office of General Counsel  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite C-323  
West Palm Beach, FL 33406  
(561) 434-7471 / Fax (561) 434-8105  
[www.palmbeachschools.org](http://www.palmbeachschools.org)  
[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)

----- Forwarded message -----

From: **Michelle Thissell** <[michelle.thissell@palmbeachschools.org](mailto:michelle.thissell@palmbeachschools.org)>  
Date: Wed, Jul 20, 2016 at 1:10 PM  
Subject: Ralph Milone Consultant Agreement  
To: Dotty Fairbanks <[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)>

Thank you,

Michelle Thissell  
Purchasing Agent II  
District Purchasing Department

The School District of Palm Beach County  
Phone: 561-434-8306  
[michelle.thissell@palmbeachschools.org](mailto:michelle.thissell@palmbeachschools.org)

Think Green - don't print this email unless you really need to!


**The School District of Palm Beach County is working an extended work week, Monday through Thursday and therefore will not be working on Friday's, June 10 through July 29, 2016. All communications will be**

**responded to on Monday's when the District opens.**

--  
Kimberly Hall, Senior Attorney  
Office of General Counsel  
School District of Palm Beach County  
3300 Forest Hill Blvd., Ste. C-323  
West Palm Beach, Florida 33406  
Phone: 561.649-6811; PX46811

[www.palmbeachschools.org](http://www.palmbeachschools.org)

---

 Milone, Raph J. - Lake Work HS 7.1.15-6.30.16.pdf  
748K

---

Angelette Green <[angelette.green@palmbeachschools.org](mailto:angelette.green@palmbeachschools.org)>  
To: Dotty Fairbanks <[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)>

Thu, Jul 21, 2016 at 12:30 PM

Thank you.

[Quoted text hidden]

--  
*Angelette Green, MPA, PHR*  
Director of Investigations  
Office of Inspector General  
3138 Forest Hill Blvd., Suite C-306  
West Palm Beach, FL 33406  
561-434-8183



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

# School District Consultant Agreement

|  |                    |
|--|--------------------|
| Agenda Item #                                    | Board Meeting Date |
| Contact<br>PETE DIDONATO                         | PX<br>26322        |
| School / Department<br>LAKE WORTH COMMUNITY HIGH |                    |

Agreement between the School Board of Palm Beach County and  
RALPH J. MILONE

THIS AGREEMENT is entered into this FIRST day of JULY, 2014 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and RALPH MILONE

\_\_\_\_\_ , hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth;

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services. NOW, THEREFORE, the Board and the Consultant agree as follows:

1. **TERM** The term of this Agreement shall commence on 7/1/2014 and shall end on 6/30/2015

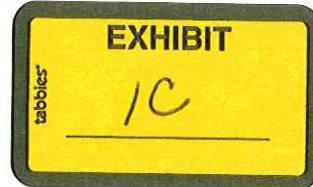
2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

MANAGE THE LAKE WORTH COMMUNITY HIGH SCHOOL FLEA MARKET. ORGANIZE, SUPERVISE VENDORS AND SHOPPERS, MAINTAIN APPROPRIATE FINANCIAL RECORDS AND REPORTS, FACILITATE SET-UP AND BREAK-DOWN OF VENDOR STATIONS. CLEAN AND SECURE ALL PARKING AREAS.

B. Time, date, and location of services:

SATURDAY & SUNDAY 3:00 AM - 5:00 PM



3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services RALPH J. MILONE

Education MIAMI-DADE COMMUNITY COLLEGE, UNIVERSITY OF MIAMI

Position and Address MANAGER - 5571 SOUTH 36TH ST, GREENACRES FL 33463

Target Group/School/Department LAKE WORTH COMMUNITY HIGH SCHOOL

Approximate Number to be Served 250 VENDORS, APPROXIMATELY 3,500 SHOPPERS EACH SAT & S

4. **EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by PETE DIDONATO

*TITLE OF THE CONSULTANT SUPERVISOR*

of the School District at regular intervals and in accordance with the attached evaluation tool, Exhibit "B".

**FINANCIAL IMPACT**

The financial impact is 40,265.68 The source of funds is INTERNAL ACCOUNT 6-4430.01

| DEPT | FUND | FUNC | ACCT | PROGRAM | BUDG. MGR. | LOCAL CODE | AWARD YEAR |
|------|------|------|------|---------|------------|------------|------------|
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |

5. **COMPLIANCE WITH POLICIES AND LAWS**

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeachschools.org/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

Policy 1.092(4)(d)(i) Accessibility to and Cooperation with Inspector General and Staff. The Office of Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel,

processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the District, which includes information regarding District vendors or any other partnership, corporation or organization that may be involved with the District, as deemed necessary in performing investigative and/or audit activities and other requested information, including automated or electronic data, pertaining to the business of the School Board and District within their custody.

#### 6. COMPENSATION

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

FORTY-THOUSAND, TWO-HUNDRED, SIXTY-FIVE DOLLARS AND SIXTY-EIGHT/ONE HUND

(\$ 40,265.68 ), for a maximum of N/A hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Flat Rate: 774.34 PER WEEK FOR 52 WEEKS

B. I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is: GEORGE L. LOCKHART

#### 7. CONFIDENTIALITY OF STUDENT RECORDS

The Consultant is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Consultant will not receive student information.

Consultant will receive student information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.

Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit C..

#### 8. BACKGROUND CHECKS/FINGERPRINTING

The Jessica Lunsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in FS §435.04 will be employed in the performance of this Agreement.

#### 9. INDEPENDENT CONTRACTOR

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

#### 10. OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

**11. INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this Agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

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Travel  is  is not allowable for this Agreement. Estimated travel expense is not to exceed           N/A           for the term of the Agreement. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 112.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

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**17. MINORITY STATUS**

The Board strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%)  Yes  No  
If a consultant not representing a firm, I am a minority  Yes  No

**18. COMMERCIAL NONDISCRIMINATION**

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Consultant shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit other lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace,



such as those specified in the Palm Beach County School Board Policy 6.143. Consultant understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, department, or other sanctions.

**19. LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

**20. NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant **RALPH J. MILONE**

SCHOOL BOARD  
OF PALM BEACH COUNTY, FLORIDA  
Purchasing Department  
3300 Forest Hill Boulevard, Suite A 323  
West Palm Beach, Florida 33406

Address **5571 SOUTH 36TH STREET  
GREENACRES, FL 33463**

Telephone # ( 561 ) 439 - 1539 Extension # \_\_\_\_\_

Consultant E-mail (Required) LWHSFLEA@AOL.COM

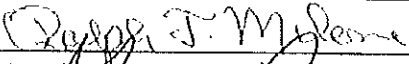
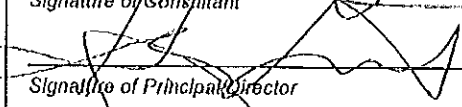

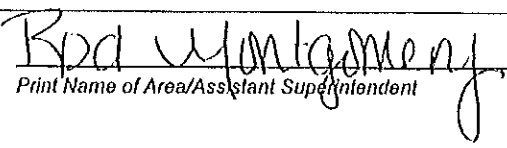
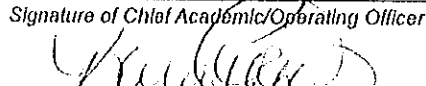


**21. MANDATORY CONTRACT DOCUMENTS**

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- Exhibit A - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997). See Page 5.
- Exhibit B - Provide Consultant Evaluation (PBSD 2075). See Page 6.

- \$5,000 or less per vendor/fiscal year/location requires consultant and principal/director signature only
- \$5,001 to \$10,000 per vendor/fiscal year/location requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

**NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.**

|  |  |   |
|--|--|---|
| <br>_____<br><i>Signature of Consultant</i>                       | _____<br><i>Date</i>                   | <b>RALPH J. MILONE</b><br>_____<br><i>Print Name of Consultant</i>  |
| <br>_____<br><i>Signature of Principal/Director</i>               | _____<br><i>Date</i>                   | <b>GEORGE L. LOCKHART</b><br>_____<br><i>Print Name of Principal/Director</i>   |
| <br>_____<br><i>Signature of Area/Assistant Superintendent</i>    | <b>4/2/14</b><br>_____<br><i>Date</i>  | <br>_____<br><i>Print Name of Area/Assistant Superintendent</i> |
| <br>_____<br><i>Signature of Chief Academic/Operating Officer</i> | _____<br><i>Date</i>                   | _____<br><i>Print Name of Chief Academic/Operating Officer</i>  |
| <br>_____<br><i>Signature of Legal Services Designee</i>          | <b>4/22/14</b><br>_____<br><i>Date</i> | <br>_____<br><i>Print Name of Legal Services Designee</i>       |
| _____<br><i>Signature of E. Wayne Gent Superintendent</i>  | _____<br><i>Date</i>                   | _____<br><i>Signature of Chuck Shaw School Board Chairman</i>   |
|  |  | _____<br><i>Date</i>  |



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Beneficial Interest and  
 Disclosure of Ownership Affidavit**

Bid No. CONSULTANT Project No./Title LAKE WORTH COMMUNITY HIGH SCHOOL FLEA MARK

Corporate Name RALPH J. MILONE

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

| Name                   | Address   | Percentage |
|------------------------|---|------------|
| <u>RALPH J. MILONE</u> | <u>5571 S. 36TH STREET, GREENACRES FL 33463</u> | <u>100</u> |
|                        |   |            |
|                        |   |            |

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

| Name | Address | Percentage |
|------|---------|------------|
|      |         |            |
|      |         |            |
|      |         |            |

C. Stock held for others and for whom held:

| 1. Name / 2. From Whom Held | Address | Percentage |
|-----------------------------|---------|------------|
| 1. _____                    |         |            |
| 2. _____                    |         |            |
| 1. _____                    |         |            |
| 2. _____                    |         |            |
| 1. _____                    |         |            |
| 2. _____                    |         |            |

**CORPORATE REPRESENTATIVE**

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

Such person(s) (Notary Public must check applicable box).

is/are personally known to me.  produced a current driver license(s).  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public

(Print, Type or Stamp Name of Notary Public)



# Consultant Evaluation

School/Department Lake Worth Community High School

Name of Consultant Ralph J. Milone

Contract Period From 07/01/2014 To 06/30/2015

Rating: 5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1 - Unsatisfactory

### JOB KNOWLEDGE AND SKILL

1. Technical and procedural know-how to complete the project
2. Knowledge of his/her specialty area
3. Ingenuity, creativity, and innovation
4. General quality of the work performed
5. Student Assessment

|    | 5 | 4 | 3 | 2 | 1 |
|----|---|---|---|---|---|
| 1. | ✓ |   |   |   |   |
| 2. | ✓ |   |   |   |   |
| 3. | ✓ |   |   |   |   |
| 4. | ✓ |   |   |   |   |
| 5. | ✓ |   |   |   |   |

### PRODUCTIVITY

1. Services provided matched the specifications of the contract
2. Results produced
3. Ability to meet goals as scheduled
4. Success of the project

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### COMMUNICATION

1. Listening skills
2. Returned phone calls, follow-up information, etc. in a timely manner
3. Overall communication skills
4. Overall accessibility/availability

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### INTERACTION

1. Working relationships with teachers and/or students
2. Ability to work as part of a team
3. Status updates and information received as the project progressed

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |

RATING: A - Agree D - Disagree N/A - Not Applicable

1. Demonstrates dependability
2. Demonstrates ingenuity/creativity/innovation
3. Performs well under pressure
4. Effective when presenting ideas orally
5. Expresses ideas clearly and uses correct grammar in written communication
6. Listens effectively
7. Provides feedback in a constructive and timely manner
8. Is self-reliant and requires little or no supervision
9. Treats staff and/or students with fairness, respect and integrity.

|    | A | D | NA |
|----|---|---|----|
| 1. | ✓ |   |    |
| 2. | ✓ |   |    |
| 3. | ✓ |   |    |
| 4. | ✓ |   |    |
| 5. | ✓ |   |    |
| 6. | ✓ |   |    |
| 7. | ✓ |   |    |
| 8. | ✓ |   |    |
| 9. | ✓ |   |    |

I would hire this consultant again.  Yes  No

Signature of Evaluator

Date

George L. Lockhart

Print Name of Evaluator



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

# School District Consultant Agreement

Agreement between the School Board of Palm Beach County and

Ralph J Milone

|   |                    |
|---|--------------------|
| Agenda Item #                                 | Board Meeting Date |
| Contact<br>Dr. George Lockhart                | PX<br>26323        |
| School / Department<br>Lake Worth High School |                    |

THIS AGREEMENT is entered into this 19th day of September 2013 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Ralph J. Milone

Ralph J. Milone, hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth;

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services. NOW, THEREFORE, the Board and the Consultant agree as follows:

1. **TERM** The term of this Agreement shall commence on 7/1/2013 and shall end on 6/30/2014

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Manage the operations of Lake Worth Community High School's Flea Market; organize and supervise vendors and shoppers, maintain appropriate financial records and reports, facilitate set up and break down of vendor stations, clean and secure all parking areas to include gates at closing, meet with principal and bookkeeper to address issues as they present themselves.

B. Time, date, and location of services:

Monday-Friday: to consult with vendors as needed

Saturday-Sunday: hours of operation 3:00 am - 5:00 pm

3. **CONSULTANT BACKGROUND INFORMATION**

Name of Individual who will perform the services Ralph J. Milone

Education Miami Dade Community College/University of Miami

Position and Address Manager, 5571 S, 36th Street, Greenacres, FL 33463

Target Group/School/Department Lake Worth High School and ve

Approximate Number to be Served Approx. 250+ vendors & approx 35000 shoppers each Saturday & Sunday

4. **EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by Dr. George L. Lockhart

*TITLE OF THE CONSULTANT SUPERVISOR*

of the School District at regular intervals and in accordance with the attached evaluation tool, Exhibit "B".

**FINANCIAL IMPACT**

The financial impact is 40,265.68 The source of funds is Internal Account 6-4430.01

| DEPT | FUND | FUNC | ACCT | PROGRAM | BUDG. MGR. | LOCAL CODE | AWARD YEAR |
|------|------|------|------|---------|------------|------------|------------|
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |

5. **COMPLIANCE WITH POLICIES AND LAWS**

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeachschools.org/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

Policy 1.092(4)(d)(i) Accessibility to and Cooperation with Inspector General and Staff. The Office of Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel,



processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the District, which includes information regarding District vendors or any other partnership, corporation or organization that may be involved with the District, as deemed necessary in performing investigative and/or audit activities and other requested information, including automated or electronic data, pertaining to the business of the School Board and District within their custody.

#### 6. COMPENSATION

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Forty Thousand, Two Hundred and Sixty-Five dollars and sixty-eight/one hundred

(\$ 40,265.68 ), for a maximum of \_\_\_\_\_ hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Flat Rate: \$4646.04 for the period 7/1/12-9/19/13 and \$868.77 per week thereafter for 41 weeks

B. I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is: Dr. George L. Lockhart

#### 7. CONFIDENTIALITY OF STUDENT RECORDS

The Consultant is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Consultant will not receive student information.

Consultant will receive student information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.

Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit C.

#### 8. BACKGROUND CHECKS/FINGERPRINTING

The Jessica Lunsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in FS §435.04 will be employed in the performance of this Agreement.

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This business is minority owned and operated (minimum 51%)  Yes  No  
If a consultant not representing a firm, I am a minority  Yes  No

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Consultant **Ralph J. Milone**

SCHOOL BOARD  
OF PALM BEACH COUNTY, FLORIDA  
Purchasing Department  
3300 Forest Hill Boulevard, Suite A 323  
West Palm Beach, Florida 33406

Address **4321 Gulfstream Road, Lake Worth, FL 33461**

Telephone # ( 561 ) 439 - 1539 Extension # \_\_\_\_\_

Consultant E-mail (Required) lwbsflea@aol.com

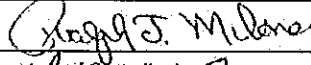
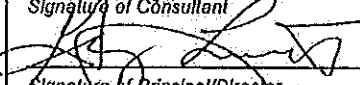
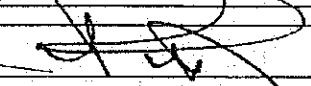
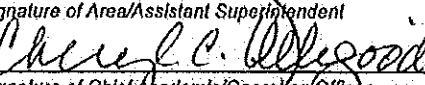
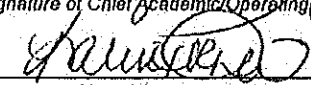
**21. MANDATORY CONTRACT DOCUMENTS**

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- Exhibit A - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997). See Page 5.
- Exhibit B - Provide Consultant Evaluation (PBSD 2075). See Page 6.

- \$5,000 or less per vendor/fiscal year/location requires consultant and principal/director signature only
- \$5,001 to \$10,000 per vendor/fiscal year/location requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

|   |                |  |
|---|----------------|--|
|  | <u>8-23-13</u> | <u>Ralph J. Milone</u>                         |
| Signature of Consultant   | Date           | Print Name of Consultant                       |
|  | <u>8-23-13</u> | <u>Dr. George L. Lockhart</u>                  |
| Signature of Principal/Director   | Date           | Print Name of Principal/Director               |
|  | <u>9/3/13</u>  | <u>Rod Montgomery</u>                          |
| Signature of Area/Assistant Superintendent  | Date           | Print Name of Area/Assistant Superintendent    |
|  | <u>9/4/13</u>  | <u>Cheryl Alligood</u>                         |
| Signature of Chief Academic/Operating Officer                                       | Date           | Print Name of Chief Academic/Operating Officer |
|  | <u>9/5/13</u>  | <u>Kalithea R. Dillard</u>                     |
| Signature of Legal Services Designee  | Date           | Print Name of Legal Services Designee          |
| Signature of E. Wayne Gent Superintendent   | Date           | Signature of Chuck Shaw School Board Chairman  |
|   |                | Date   |



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. \_\_\_\_\_ Consultant \_\_\_\_\_ Project No./Title Lake Worth Community High School Flea Market

Corporate Name Ralph J. Milone

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Row 1: Ralph J. Milone, 5571 S. 36th Street, Greenacres, FL 33463, 100.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Table with 3 columns: Name, Address, Percentage.

C. Stock held for others and for whom held:

Table with 3 columns: 1. Name / 2. From Whom Held, Address, Percentage. Multiple rows for listing stock.

CORPORATE REPRESENTATIVE

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

Such person(s) (Notary Public must check applicable box).

[ ] Is/are personally known to me. [ ] produced a current driver license(s). [ ] produced \_\_\_\_\_ as identification.

Notary Public

(Print, Type or Stamp Name of Notary Public)





# Consultant Evaluation

PO Number

School/Department Lake Worth Community High School

Name of Consultant Ralph J. Milone

Contract Period From 7/1/11 To 6/30/12

Rating: 5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1 - Unsatisfactory

### JOB KNOWLEDGE AND SKILL

1. Technical and procedural know-how to complete the project
2. Knowledge of his/her specialty area
3. Ingenuity, creativity, and innovation
4. General quality of the work performed
5. Student Assessment

|    | 5 | 4 | 3 | 2 | 1 |
|----|---|---|---|---|---|
| 1. | ✓ |   |   |   |   |
| 2. | ✓ |   |   |   |   |
| 3. | ✓ |   |   |   |   |
| 4. | ✓ |   |   |   |   |
| 5. | ✓ |   |   |   |   |

### PRODUCTIVITY

1. Services provided matched the specifications of the contract
2. Results produced
3. Ability to meet goals as scheduled
4. Success of the project

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### COMMUNICATION

1. Listening skills
2. Returned phone calls, follow-up information, etc. in a timely manner
3. Overall communication skills
4. Overall accessibility/availability

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |
| 4. | ✓ |  |  |  |  |

### INTERACTION

1. Working relationships with teachers and/or students
2. Ability to work as part of a team
3. Status updates and information received as the project progressed

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 1. | ✓ |  |  |  |  |
| 2. | ✓ |  |  |  |  |
| 3. | ✓ |  |  |  |  |

RATING: A - Agree D - Disagree N/A - Not Applicable

1. Demonstrates dependability
2. Demonstrates ingenuity/creativity/innovation
3. Performs well under pressure
4. Effective when presenting ideas orally
5. Expresses ideas clearly and uses correct grammar in written communication
6. Listens effectively
7. Provides feedback in a constructive and timely manner
8. Is self-reliant and requires little or no supervision
9. Treats staff and/or students with fairness, respect and integrity.

|    | A | D | N/A |
|----|---|---|-----|
| 1. | ✓ |   |     |
| 2. | ✓ |   |     |
| 3. | ✓ |   |     |
| 4. | ✓ |   |     |
| 5. | ✓ |   |     |
| 6. | ✓ |   |     |
| 7. | ✓ |   |     |
| 8. | ✓ |   |     |
| 9. | ✓ |   |     |

I would hire this consultant again.  Yes  No

Signature of Evaluator

Date

George L. Lockhart

6/30/12

Print Name of Evaluator



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

# School District Consultant Agreement

|   |                    |
|---|--------------------|
| Agenda Item #   | Board Meeting Date |
| Contact<br>Dr. Ian Saltzman                             | PX<br>2-6300       |
| School / Department<br>Lake Worth Community High School |                    |

Agreement between the School Board of Palm Beach County and

Ralph J. Milone

THIS AGREEMENT is entered into this first day of July, 2010 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Ralph J. Milone

, hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth;

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services. NOW, THEREFORE, the Board and the Consultant agree as follows:

1. **TERM** The term of this Agreement shall commence on 7/1/2010 and shall end on 6/30/2011

2. **RESPONSIBILITIES OF CONSULTANT**

A. The Consultant shall perform the following services:

Manage the Lake Worth Community High School Flea Market: organize and supervise vendors and shoppers, maintain appropriate financial records and reports, facilitate set up and break down of vendor stations, clean and secure all parking areas to include gates at closing; meet with principal and bookkeeper to address issues.

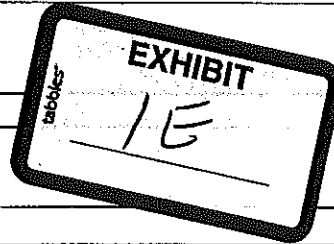
B. Time, date, and location of services:

Monday-Friday. Consult with vendors as needed.

Saturday and Sunday hours of operation 3:00AM -5:00PM

3. **CONSULTANT BACKGROUND INFORMATION**

Name of individual who will perform the services Ralph J. Milone



Education Miami Dade Community College: University of Miami

Position and Address Manager, 4321 Gulfstream Rd. Lake Worth, FL 33461

Target Group/School/Department Lake Worth High School and vendors throughout the United States

Approximate Number to be Served Approx. 250+ vendors, approx. 3,500 shoppers each Saturday & Sunday

4. **EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by Dr. Ian B. Saltzman

*TITLE OF THE CONSULTANT SUPERVISOR*

of the School District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

**FINANCIAL IMPACT**

The financial impact is \$40,265.68 The source of funds is Internal Account 6.4430.01

| DEPT | FUND | FUNC | ACCT | PROGRAM | BUDG. MGR. | LOCAL CODE | AWARD YEAR |
|------|------|------|------|---------|------------|------------|------------|
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |
|      |      |      |      |         |            |            |            |

**5. COMPLIANCE WITH POLICIES AND LAWS**

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

**6. COMPENSATION**

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Forty Thousand Two Hundred, Sixty Five Dollars and sixty-eight/one hundred

(\$ 40,265.68 ), for a maximum of N/A hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Flat Rate: 774.34 per week for 52 weeks

B. I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is: Dr. Saltzman

**7. CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

- Consultant will not receive student information.
- Consultant will receive student information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.
- Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information(PBSD 2220) which is attached hereto and incorporated herein as Exhibit C..

**8. BACKGROUND CHECKS/FINGERPRINTING**

The Jessica Lunsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in FS §435.04 will be employed in the performance of this Agreement.

**9. INDEPENDENT CONTRACTOR**

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

**10. OWNERSHIP**

- A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.
- B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

**11. INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this Agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

**12. TRAVEL**

Travel  is  is not allowable for this Agreement. Estimated travel expense is not to exceed           N/A           for the term of the Agreement. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 12.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

**13. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Board.

**14. ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

**15. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**16. TERMINATION**

The Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement and the Board will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the Board reserves the right to cancel this Agreement with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the Agreement completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this Agreement. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits. In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

**17. MINORITY STATUS**

The Board strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%)  Yes  No  
If a consultant not representing a firm, I am a minority  Yes  No

**18. COMMERCIAL NONDISCRIMINATION**

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Consultant shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit other wiselawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace,

such as those specified in the Palm Beach County School Board Policy 6.143. Consultant understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, department, or other sanctions.

**19. LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

**20. NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant Ralph J. Milone \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Address 4321 Gulfstream Road \_\_\_\_\_  
Lake Worth, FL 33461 \_\_\_\_\_  
 \_\_\_\_\_

SCHOOL BOARD  
 OF PALM BEACH COUNTY, FLORIDA  
 Purchasing Department  
 3300 Forest Hill Boulevard, Suite A 323  
 West Palm Beach, Florida 33406

Telephone # ( 560 ) 439 - 1539 Extension # \_\_\_\_\_

Consultant E-mail (Required) lwbsflea@aol.com

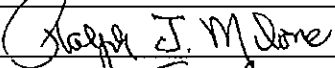
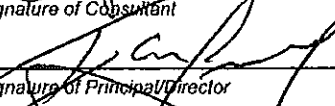
**21. MANDATORY CONTRACT DOCUMENTS**

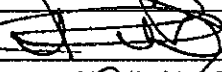
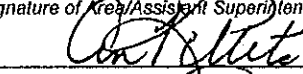
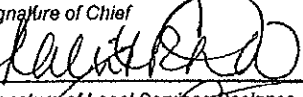
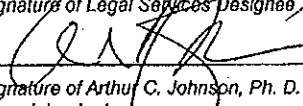
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- "Exhibit A - "Provide consultant evaluation (PBSD 2075 see page 5)
- "Exhibit B - "Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997 see page 6)

- \$2,500 or less requires consultant and principal/director signature only
- \$2,501 to \$10,000 requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

**NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.**

|   |               |                                  |
|---|---------------|----------------------------------|
|  | <u>3/2/10</u> | <u>Ralph J. Milone</u>           |
| Signature of Consultant   | Date          | Print Name of Consultant         |
|  | <u>3/3/10</u> | <u>Dr. Ian B. Saltzman</u>       |
| Signature of Principal/Director   | Date          | Print Name of Principal/Director |

|   |                |  |
|---|----------------|--|
|  | <u>3/28/10</u> | <u>Rod Montgomery</u>                                  |
| Signature of Area/Assistant Superintendent  | Date           | Print Name of Area/Assistant Superintendent            |
|  | <u>3/24/10</u> | <u>Ann Killets</u>                                     |
| Signature of Chief  | Date           | Print Name of Chief                                    |
|  | <u>3/22/10</u> | <u>Kalintina R. Dillav</u>                             |
| Signature of Legal Services Designee  | Date           | Print Name of Legal Services Designee                  |
|  | <u>3/24/10</u> | <u>Monroe Benaim, M.D.</u>                             |
| Signature of Arthur C. Johnson, Ph. D. Superintendent                               | Date           | Signature of Monroe Benaim, M.D. School Board Chairman |



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

# Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. \_\_\_\_\_ Consultant \_\_\_\_\_ Project No./Title Lake Worth Community High School- Flea Market

Corporate Name Ralph J. Milone

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

| Name                   | Address   | Percentage |
|------------------------|---|------------|
| <u>Ralph J. Milone</u> | <u>4321 Gulfstream Road, Lake Worth, FL 33461</u> | <u>100</u> |
| _____                  | _____   | _____      |
| _____                  | _____   | _____      |

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

| Name  | Address | Percentage |
|-------|---------|------------|
| _____ | _____   | _____      |
| _____ | _____   | _____      |
| _____ | _____   | _____      |

C. Stock held for others and for whom held:

| 1. Name / 2. From Whom Held | Address | Percentage |
|-----------------------------|---------|------------|
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |
| 1. _____                    | _____   | _____      |
| 2. _____                    | _____   | _____      |

CORPORATE REPRESENTATIVE

By Ralph J. Milone

SWORN TO and subscribed before me this 2 day of March, 2002011 by

Ralph J. Milone

Such person(s) (Notary Public must check applicable box).

is/are personally known to me.  produced a current driver license(s).  produced \_\_\_\_\_ as identification.

Vickie L. Schaffer

Notary Public State of Florida  
Vickie L. Schaffer  
My Commission DDS18737



# Consultant Evaluation

|            |
|------------|
| PO Number  |
| Consultant |

School/Department Lake Worth Community High School

Name of Consultant Ralph J. Milone

Contract Period From July 1, 2009 To Present

Rating: 5 - Superior 4 - Satisfactory Plus 3 - Satisfactory 2 - Satisfactory Minus 1 - Unsatisfactory

### JOB KNOWLEDGE AND SKILL

|  | 5 | 4 | 3 | 2 | 1 |
|--|---|---|---|---|---|
| 1. Technical and procedural know-how to complete the project | ✓ |   |   |   |   |
| 2. Knowledge of his/her specialty area                       | ✓ |   |   |   |   |
| 3. Ingenuity, creativity, and innovation                     | ✓ |   |   |   |   |
| 4. General quality of the work performed                     | ✓ |   |   |   |   |
| 5. Student Assessment  | ✓ |   |   |   |   |

### PRODUCTIVITY

|   |   |  |  |  |  |
|---|---|--|--|--|--|
| 1. Services provided matched the specifications of the contract | ✓ |  |  |  |  |
| 2. Results produced   | ✓ |  |  |  |  |
| 3. Ability to meet goals as scheduled                           | ✓ |  |  |  |  |
| 4. Success of the project                                       | ✓ |  |  |  |  |

### COMMUNICATION

|   |   |  |  |  |  |
|---|---|--|--|--|--|
| 1. Listening skills   | ✓ |  |  |  |  |
| 2. Returned phone calls, follow-up information, etc. in a timely manner | ✓ |  |  |  |  |
| 3. Overall communication skills   | ✓ |  |  |  |  |
| 4. Overall accessibility/availability                                   | ✓ |  |  |  |  |

### INTERACTION

|  |   |  |  |  |  |
|--|---|--|--|--|--|
| 1. Working relationships with teachers and/or students               | ✓ |  |  |  |  |
| 2. Ability to work as part of a team                                 | ✓ |  |  |  |  |
| 3. Status updates and information received as the project progressed | ✓ |  |  |  |  |

RATING: A - Agree D - Disagree N/A - Not Applicable

|  | A | D | NA |
|--|---|---|----|
| 1. Demonstrates dependability  | ✓ |   |    |
| 2. Demonstrates ingenuity/creativity/innovation                              | ✓ |   |    |
| 3. Performs well under pressure  | ✓ |   |    |
| 4. Effective when presenting ideas orally                                    | ✓ |   |    |
| 5. Expresses ideas clearly and uses correct grammar in written communication | ✓ |   |    |
| 6. Listens effectively   | ✓ |   |    |
| 7. Provides feedback in a constructive and timely manner                     | ✓ |   |    |
| 8. Is self-reliant and requires little or no supervision                     | ✓ |   |    |
| 9. Treats staff and/or students with fairness, respect and integrity.        | ✓ |   |    |

I would hire this consultant again.  Yes  No

Brett Packard 3/2/10  
 Signature of Evaluator Date

Brett Packard  
Print Name of Evaluator

Case # 16-467

Lake Worth Flea Market  
Advertisement



Newspaper Articles



## LAKE WORTH: Lake Worth High School Flea Market

- WHEN** Every weekend, 4:00 A.M. to 3:00 P.M. In operation since 1987.
- WHERE** At 1701 Lake Worth Road, in the school parking lot, under the I-95 overpass (between 6th Avenue and 10th Avenue exits) next to the Tri-Rail Station (for directions via Tri-Rail, call 800-TRI-RAIL). From the Florida Turnpike (I-95), take Exit 93 (Lake Worth exit), then go east five miles.
- ADMISSION** Free admission; free parking for up to 2,000 cars; outdoors (under cover) year-round, rain or shine.
- FEATURES** Antiques and collectibles, books, new and vintage clothing, coins and stamps, kitchenware, crafts, furniture, garage-sale items, glassware, jewelry, garage-sale items, fresh produce, and toys. Averages close to its capacity of 300 vendors. Several food trucks serve the market. A not-for-profit market with a family atmosphere; proceeds go to Lake Worth High School scholarships for needy students. Crowds swell to more than 3,000 shoppers on busy days. Heavy advertising on billboards (Florida Turnpike) and cable television (The Weather Channel).
- RATES** \$10 for a single parking space per day; monthly rates are available. **Reservations are on a first-come, first-served basis.**
- CONTACT** Betty or Ralph J. Milone, General Managers, P.O. Box 6592, Lake Worth, FL 33466-6592.
- PHONE** (561) 439-1539
- FAX** (561) 439-8742



Monday, July 18, 2016

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You are here: [Home](#) / [Flea Market Directory](#) / Lake Worth High School Flea Market



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## Lake Worth High School Flea Market

[3 Comments](#)

1701 Lake Worth Road  
Lake Worth, FL 33460

Printed  
7/18/2016  
3:44 pm  
ae 1/5

Manager/Owner: Ralph J. Milone  
Phone: 772-925-1762

2B

Every Sat. and Sun. 5am to 3pm, rain or shine, year round, spaces are available on a first come first serve basis. Free parking, free admission. Located under I-95 overpass, next to tri-rail station.

\*

\*

### Comments

#### 3 Responses to "Lake Worth High School Flea Market"



1. *Denise fioretti* says:  
October 8, 2012 at 3:33 pm

what is a contact number. prices of spaces what time do we have to be there and what days to sell out stuff? I heard it is free space is this true?



2. *Linda* says:  
June 22, 2013 at 1:32 pm

Hello. I will be moving and have many items I would like to sell, however, we are not permitted to have garage sales in our development. Is this flea market appropriate for these types of items and is there a fee for sellers?  
Please advise.  
Thank you.  
Linda



3. *Willene* says:  
July 6, 2013 at 4:11 pm

Lake Worth flea market fixture under I-95 overpass  
This site will explain things better.

### Leave a Comment

Name (required)

Mail (will not be published) (required)

Website

2B

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WS



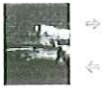
Woman seeks help returning flea market photo to family



Video: Manatees play with paddle boarders in Jupiter



Days before he died, this slain Baton Rouge officer wrote a Facebook...



**Sign up. Swab on. Save a life.**

Jason Schultz



# Palm Beach County School Board Actions from June 18 meeting

f t e COMMENT

© June 19, 2014 | Filed in: Budget, Charter schools, Palm Beach County schools, School board.

In addition to rejecting the findings of a complaint investigation against Inspector General Lung Chiu which you can read all about by clicking here, these are some of the other actions the Palm Beach County School Board took on Wednesday night:

**Property tax:** Approved a wording change in the referendum on the Nov. 4 ballot asking voters to renew a 25-cent property tax. The tax pays for 530 arts, music and physical education teachers every year. Charter school officials, who are considered public schools but are run by agencies outside the school district, complained to the county commission earlier this month that they deserved a share of the tax revenue as well as public schools and 'he ballot language was misleading. The language change specifies that the tax money is only for "non-charter district" schools.

**Safety violations:** Approved a report that shows the number of safety violations found by inspectors at district schools declined by about 12 percent this year to about 2,800 violations. The number of violations has decreased two years in a row after increasing slightly in 2012, but is still way below the 47,000 violations found in district

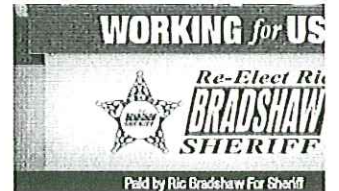


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Palm Beach County School Board Actions from June 18 meeting  
 or some of the safety problems found at schools and why it takes staff so long to fix them. Chief Operating Officer Mike Burke said staff intends to clear all the older past due safety issues by June of 2015.

f t e COMMENTS 0



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**Lake Worth Flea Market:** Renewed a lease with the Florida Department of Transportation allowing Lake Worth High School to use the land under the Interstate 95 overpass next to the school for student parking. The school is moving a flea market, which has been hosted under the overpass every weekend since 1987, off that land and

ac

onto school property to avoid a \$5,000 fee the state wants to charge. The flea market benefits school programs and scholarships.

**Jupiter High School field:** Approved a contract of nearly \$800,000 to have the existing grass football field at Jupiter High School demolished and a new artificial turf field and running track rebuilt in its place. The cost of the new field is being paid for jointly by the city of Jupiter, which has an agreement to use it for city recreation functions, and Jupiter athletic boosters.

**Contracts:** Approved about \$106 million in contracts for everything from bus fuel to SAT tests, industry certification tests, textbook materials, fire alarms, police radios, chain link fencing, copiers, network cabling, computers and software licenses.

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Case # 16-467

Exhibit # 3

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Willie Howard Palm Beach Post Staff Writer



# Lake Worth flea market fixture under I-95 overpass

f t + COMMENT

9:13 a.m. Wednesday, Oct. 20, 2010 | Filed in: News



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EXPLORE →

As cars and trucks roar along Interstate 95 by the Tri-Rail station at Lake Worth Road, a bustling flea market lures weekend shoppers below in the shade of the highway overpass.

On a recent Saturday morning, about 200 vendors created a city of sorts under the freeway, with vendors selling everything from tacos and skewers of grilled meat to cowboy boots, jeans, bicycles, movies and fresh produce. Not allowed at the flea market: firearms, alcohol, drugs or pornography.

The Lake Worth High School Flea Market - open from 5 a.m. to 3 p.m. every Saturday and Sunday - has been an institution since it was founded in 1987 by former high school Principal David Cantley as a way to raise extra money for school functions.

The flea market takes in about \$240,000 in vendor fees annually and makes about \$100,000 a year in profit. The school uses the flea market proceeds to buy classroom supplies, books for in-class libraries, to pay for campus beautification projects and to buy prizes for students who perform well on the FCAT, said Vickie Schaffer, the school's administrative assistant.

Sunday is the busiest day for the flea market, but plenty of people can be found there both days.

"You never know what you'll find at a flea market," said Ralph Milone, who has managed the Lake Worth flea market since 1992. "It's addictive."

Milone said he did not believe plans to open another flea market this month at Datura Street and Quadrille Boulevard in West Palm Beach would hurt the Lake Worth flea market's business.

"We have a very loyal constituency of both vendors and shoppers," Milone said. "I believe competition is healthy. Palm Beach County has a population over 1 million. It can support several flea markets."

Renato's Fine Italian dining in the heart of Palm Beach. YOUR TABLE IS WAITING. CLICK HERE

### MOST READ

1. The tape don't lie: Miami Dolphins vs. Cleveland Browns, a review
2. From cheerleader to ad: Heroin lifestyle killed me of 4
3. Tropical Storm Matthew form later today, overnig

### THINGS TO DO

- Happy Hour at le Rendez- @Gracie Barra West Palm Beach Tue, Sep 27 4:30 pm
- Jazz Night at The Hibiscus @The Hibiscus Room Tue, Sep 27 6:30 pm
- Pilates Classes @Mandel Public Library Thu, Sep 29 10:30 am

Add Event +

Vendors at the high school flea market range from newcomers trying to sell personal belongings to regulars such as the Hernandez family produce stand near the entrance on the north end of the market.

Bernardo Hernandez used to work for another produce vendor at the market, then took over the business 18 years ago. He drives to Plant City every Thursday to buy fruits and vegetables for the market, which he sells with the help of daughters Carime and Yosandy .

Another flea-market veteran, Armando Malky, sells the contents of abandoned storage warehouses, which recently included a guitar, miniature lighthouses, silverware and an IBM laptop computer.

Another vendor, sign painter Sue Winters, just happened to be in Palm Beach County visiting family on a recent Saturday when she rented space at the flea market to sell unneeded items from her home in New Smyrna Beach.

"This is an ideal flea market," Winters said. "If you get here early, you can get a space in the shade."

---

### LAKE WORTH HIGH SCHOOL

Flea Market

Hours are 5 a.m. to 3 p.m. Saturdays and Sundays under the Interstate 95 overpass between the high school and the Tri-Rail station. Closed on Christmas. Admission and parking are free for shoppers. Vendors pay \$12 a day. For information, call (561) 439-1539.

VIEW COMMENTS

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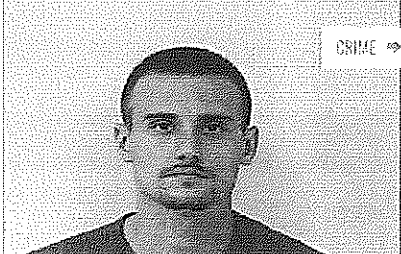
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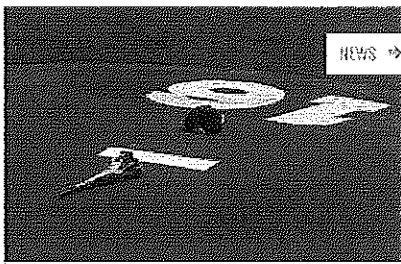
NEWS

High school boys soccer team forfeits after other team refuses to...



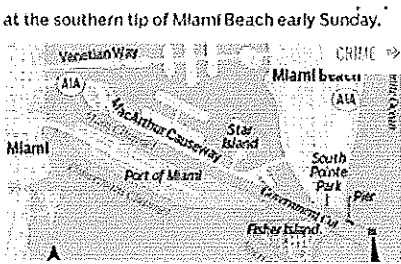
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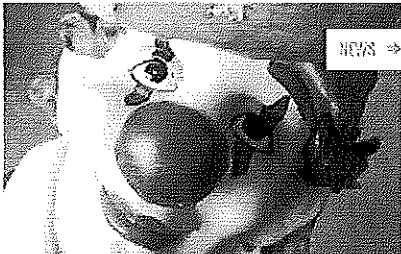
Report: Fernandez, girlfriend argued before crash; viewing Wednesday



at the southern tip of Miami Beach early Sunday.

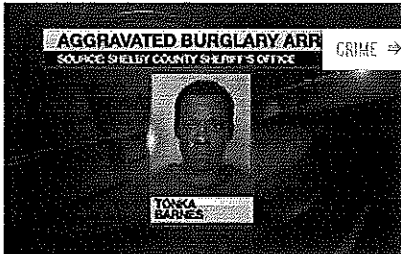
CRIME

Experts: Misjudgment likely caused crash that killed Jose Fernandez



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Florida woman says she saw two scary-looking clowns while walking her...

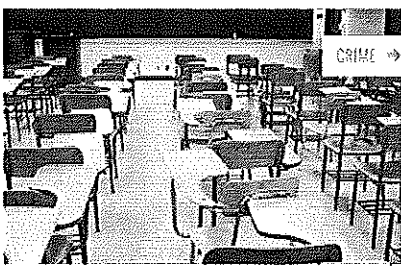


AGGRAVATED BURGLARY ARREST

CRIME

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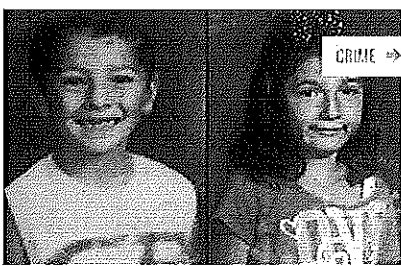
CRIME

Deputies: Florida student faces felony charge for 'shoulder-bumping'...



NATION & WORLD

New York firefighter killed when suspected drug house explodes; 6...

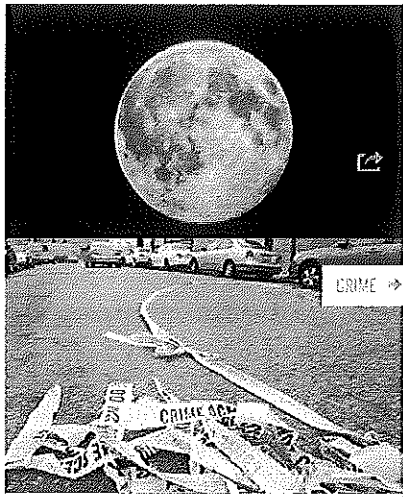


CRIME

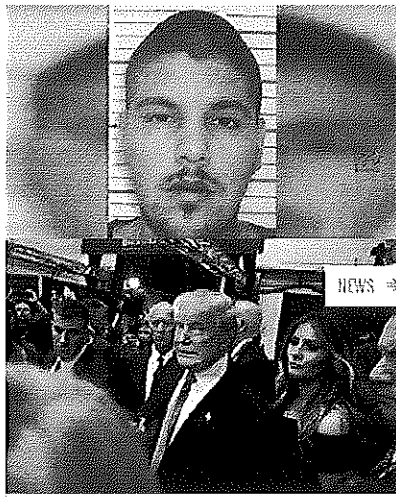
2 children found slain after Amber Alert; mother charged with murder

NATION & WORLD

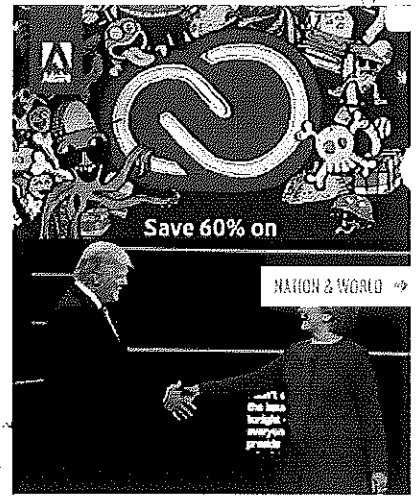
CRIME



Number of violent crimes, murders in the U.S. rose in 2015



Donald Trump claims his debate mic was 'defective'



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Case # 16-467

**REDACTED**

The “Complainant”

Written Complaint to LWHS

November 19, 2015

Exhibit # 4 – A

To:

Page 1 of 2

The Administrator  
Lake Worth High School

Nov. 19, 2015

1701 Lake Worth Rd.  
Lake Worth, FL 33460

subject: Complaint about Mrs. Consuello  
Milone, Manager of L.W.H.S. Flea Market

Dear sir:

I am a vendor at Lake Worth High School Flea Market  
For a vendor spot No. 108 is more desirable than  
another.

This spot is claimed by a few vendors simultaneously

Therefore, the managers Mrs. Consuello Milone and  
Mr. Ralph Milone pointed out to me the general  
method of fairness and justice is allotting it  
on the basis of "First come first served".

As such, I began arriving at the place as the  
first arrival at 4 AM while the Flea Market  
opens at 6 AM and she arrives at 5 AM and sees me  
as the first arrival.

Mrs. Consuello Milone, a Spanish-speaking,  
Spanish woman, hailing from Columbia (South  
America) has been allotting the desirable spot  
only to one who is Spanish speaking, is of  
Spanish Race, is a Christian and hailing from  
South America such as Columbia, Guatemala,  
El Salvador, Honduras and the like.

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com

P.S. Don't miss my joke about Sen. Rick Santorum

Nov. 19, 2015

She is making her choice purely on authoritarian basis and completely prejudiciously and discriminatingly.

As it is a fair policy to allot the more desirable spots on the basis of "first-come first-served" she should not be rude to me, unwelcoming, ignoring and clearly giving me an indication that I am unwanted and an impediment in her free and unquestioned and unhindered prejudicious practice.

On Oct. 11, 2015 she allotted the spot to a Spanish speaking Columbian woman (speaking zero English) while disregarding me.

On Sunday Oct. 25, 2015 she allotted the spot to a Spanish speaking Guatemalan man who was vending over the counter medicines, although I arrived at 4 AM and he at about 6 AM.

Her instant decision of allotting the desirable space is based on her prejudice of Country of Origin, Race, Religion and Language that should be the same as her's.

My plea is that she should grant me the spot 108 if I am the first in line.

Thanking you,  
Sincerely,

Please see my WITTICISMS, HUMOR and JOKES in my profile at:

facebook.com/

P.S. Don't miss my joke about Sen. Rick Santorum



Case # 16-467

**REDACTED**

The “Complainant”

Written Complaint to LWHS

December 3, 2015

Exhibit # 4 - B

To:

Page 1 of 3

The Administrator  
(The Principal)  
Lake Worth High School  
1701 Lake Worth Rd.  
Lake Worth, FL 33460

Dec. 3, 2015

ATT: Mr. Vince Taormina

Dear sir:

Further to my letter of Nov. 19, 2015  
informing you my grievances.

On Sat. Nov. 28, 2015 at 5 AM I was at  
the Flea Market with my merchandise.  
Mrs. Milone and Mr. Milone refused to  
provide me the Rental because I complained  
about them to you mentioning my true  
grievances.

I had to come home with my merchandise.  
They refused to accept my rental and  
made me go home with my merchandise  
as a punishment to me for squealing  
about their unwelcoming, unkind attitude  
and hatred towards me like just wanting  
to get rid of me.  
Mr. Milone told me to go to other flea  
market.

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com,

P.S. Don't miss my joke about Sen. Rick Santorum

Dec. 3, 2015

Please note, in my letter of Nov. 19, '15 I did not mention about Religion and Country of Origin without any basis or reason. On Saturday the Nov. 14, 2015 when Mrs. Milone and Mr. Milone were together, Mr. Milone did ask me as to what is my Religion and Country of Origin saying 'Are you a Hindu?' and 'Which part of your country you come from?'. And I told them.

By turning me down from my rental, they are just punishing me as a retaliation to my rightful squealing about them to a higher authority.

Please see my WITTICISMS, HUMOR and JOKES in my profile at:

facebook.com/

P.S. Don't miss my joke about Sen. Rick Santorum

Dec. 3, 2015

For squealing about them they are punishing me and hurting me in several ways, loss of my livelihood and mental agony.

Please tell them to accept my rental, rent me the space and treat me with due respect and not with rejection and hatred which is evident from their behavior towards me.

Your early considered reply will be appreciated.

Thanking you.

Sincerely,

Please see my WITTICISMS, HUMOR and JOKES in my profile at [facebook.com/](https://www.facebook.com/)

P.S. Don't miss my joke about Sen. Rick Santorum

Case # 16-467

Audit of Lake Worth High School's

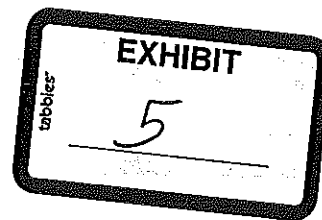
Flea Market Revenue Collection

Dated March 14, 2008

Exhibit # 5

**Audit of**  
**Lake Worth High School's**  
**Flea Market Revenue Collection**

**March 14, 2008**



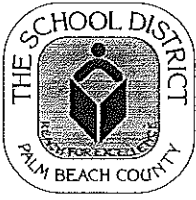
**Report 2008-05**

---

**Audit of**  
**Lake Worth High School's Flea Market Revenue Collection**  
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THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

LUNG CHIU, CPA  
DISTRICT AUDITOR

ARTHUR C. JOHNSON, Ph.D.  
SUPERINTENDENT

OFFICE OF THE DISTRICT AUDITOR  
3346 FOREST HILL BLVD., B-302  
WEST PALM BEACH, FL 33406

(561) 434-7335 FAX: (561) 434-8652

## MEMORANDUM

TO: Honorable Chair and Members of the School Board  
Arthur C. Johnson, Superintendent of Schools  
Chair and Members of the Audit Committee

FROM: Lung Chiu, CPA, District Auditor

DATE: March 14, 2008

SUBJECT: Audit of Lake Worth High School's Flea Market Revenue Collection

---

### PURPOSE AND AUTHORITY

Pursuant to the *District's Audit Plan*, we have audited Lake Worth High School's Flea Market Revenue Collection for July 1, 2005, through June 30, 2007. The primary objectives of the audit were to:

- Determine if revenues collected from the school's flea market operations were properly accounted for; and
- Assess the adequacy of fiscal controls for the flea market operations.

### SCOPE AND METHODOLOGY

The audit was performed in accordance with *Government Auditing Standards*, by Toni Waterman, CPA, during September and October 2007, and included:

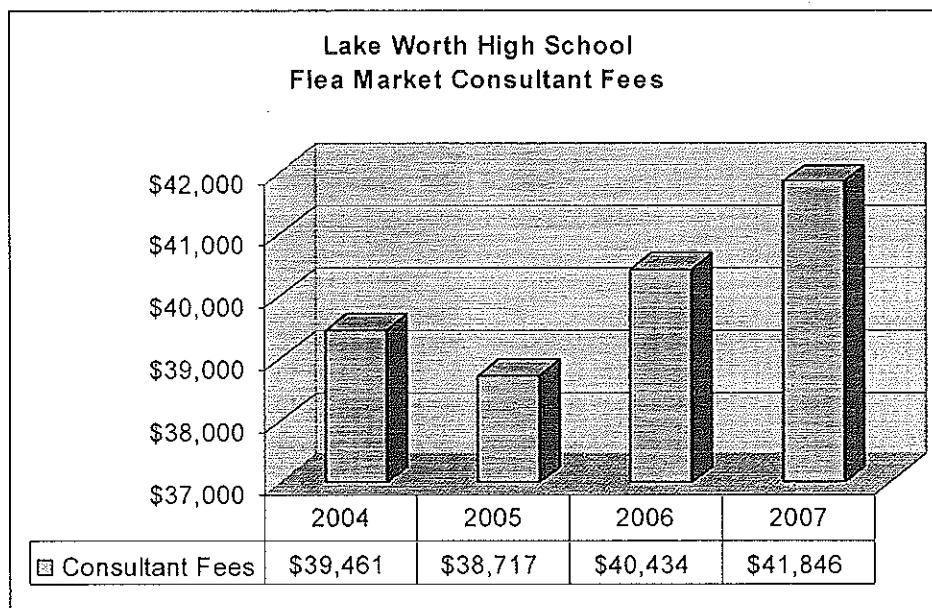
- Review of the General Ledger and Consultant Contract for the flea market.
- Interview with school staff and the consultant who managed the flea market.

Draft findings were sent to the school for review and comments. Management response is included in the Appendix. We appreciate the courtesy and cooperation extended to us by staff during the audit. The final draft report was presented to the Audit Committee at its March 14, 2008, meeting.



## BACKGROUND

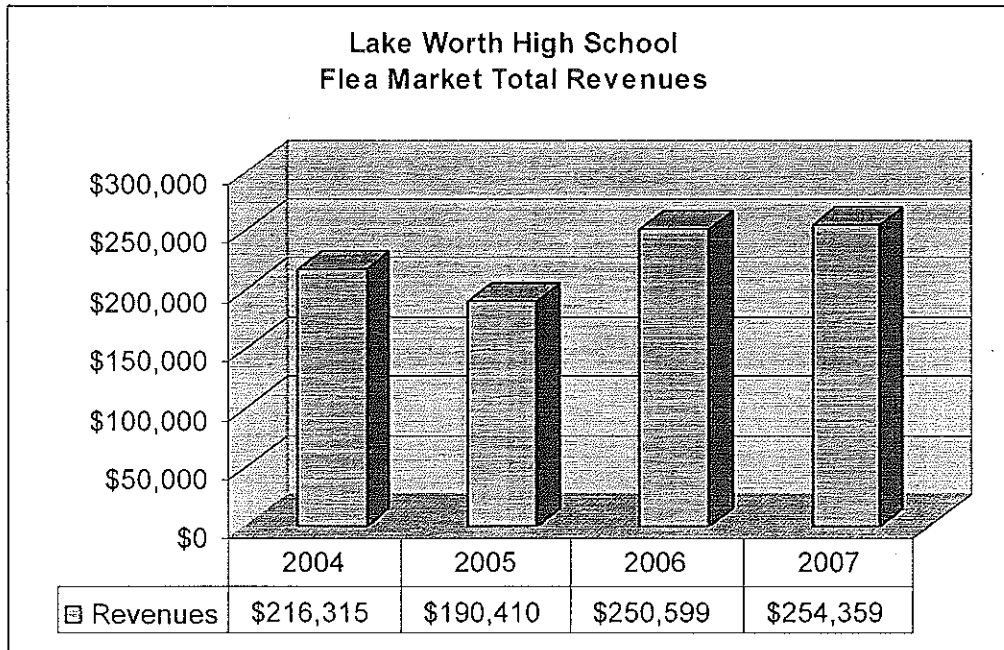
**Flea Market Operated by Consultant.** The Flea Market Fundraiser at Lake Worth High School was started in 1987. This fundraiser was initially established to provide scholarships and assist other schools in related program. Lake Worth High School contracted with a consultant to operate the flea market. The consultant fee was \$41,848 for School Year 2007. The flea market operates each Saturday and Sunday, with vendor spaces at various rental rates. Admission to the flea market is free.



Daily rental payments collected by the consultant is dropped into the night-deposit box at the bank. On every Wednesday, the consultant goes to the bank. A bank employee gets the money from the vault and meets with the consultant in a conference room where the consultant counts the money in the presence of the bank employee. The money is then deposited into the bank and the deposit slip is provided to the school bookkeeper, along with the weekend's *Monies Collected Reports, Classroom Receipt books, Ticket Sellers Report and Daily Vendor Check-In Sheet, and Monthly Vendor Check-In Sheets*. Once the school bookkeeper receives the deposit slip from the consultant, the consultant receives his weekly fee.

On Saturday and Sunday mornings, the consultant goes around in the flea market and collects money from the vendors who pay daily, issues them receipts and has those vendors sign the *Daily Vendor Check-In Sheet*. At the end of the month, the consultant collects money from the vendors who pay monthly for next month's fees and issues receipts. Monthly vendors do not sign the *Monthly Vendor Sign-In Sheet*.

**Fees Collected.** When only daily fees were collected weekly, deposits ranged from \$1,175 to \$2,840 and \$1,500 to \$3,170 in Fiscal Years 2006 and 2007 respectively. At the end of the month when monthly fees were collected, deposits ranged from \$8,031 to \$12,540 and \$11,490 to \$13,855 in Fiscal Years 2006 and 2007 respectively. Revenue for the school's flea market program was \$254,359 for School Year 2007.



**Reports Prepared by the Consultant.** The consultant prepares the *Ticket Sellers Reports*, *Classroom Receipt*, *Daily Vendor Check-In Sheets* and *Monthly Vendor Check-In Sheets*. The *Daily Vendor Check-In Sheet* is completed every weekend which indicates the amounts of rental fees collected from the vendors who pay daily. The *Monthly Vendor Check-In Sheet* is only completed when the consultant collects monthly payments from the vendors. *Classroom Receipts* are issued to the vendors when money is collected. The *Ticket Sellers Reports* indicate the *Classroom Receipt* numbers issued on each day.

**Rental Spot Fee.** The consultant's contract states that the flea market has approximately 250 vendors and serves approximately 3,500 shoppers. The cost for each space is \$10 per day and vendors can rent more than one space. Rent for food vendors ranges from \$250 to \$800 per month.

## CONCLUSIONS

1. **Security.** The consultant does not have access to the school buildings, and the money collected from vendors cannot be deposited into the school's drop safe. Consequently, the money is temporarily kept in the trunk of the consultant's car until it is dropped off at the bank's night-deposit box at the end of each day. The school only pays for security to be on campus on Sundays, and there is no security on campus during Saturdays. Moreover, the security guard does not accompany the consultant when money is collected from the vendors, or when the consultant drops off the money into the bank's night-deposit box.

To protect the best interests of the school, the security guard should be present when money is collected from vendors. Security measures should also be considered when the money is dropped off into the bank's night-deposit box, or to allow the consultant to deposit the money into the school's drop safe.

*Management's Response: We concur. Security is now provided for both Saturday and Sunday. Arrangements will also be made for the police officer to accompany the consultant to the bank when money is dropped off or to have the school's drop safe available. (Please see page 6.)*

2. **No Verification of Collections.** The consultant collects the rental charges, prepares all the flea market's reports (i.e. *Ticket Sellers Reports, Daily Vendor Check-In Sheets, Monthly Vendor Check-In Sheets, Classroom Receipts, and Monies Collected Reports*), drops off the money into the bank's night-deposit box, counts the money, and deposits it. There is no independent verification of the amount collected and deposited into the bank, and reconciliation of revenue to be received by the school. The review of *Ticket Sellers Reports, Classroom Receipt Books, Daily Vendor Check-In Sheet, and Monthly Vendor Check-In* records for July 2005, and December 2006, revealed extensive discrepancies and inconsistencies in records:

- There were no receipt books or *Ticket Sellers Reports* on file for July 2 & 3, 2005, and July 10, 2005; there were no *Classroom Receipt* books for July 9, 2005; and there was no *Daily Vendor Check-In Sheet* for July 16, 2005.
- The *Classroom Receipts* did not always agree with the *Daily Vendor Check-In* and the *Monthly Vendor Check-In Sheets*. The following exhibit presents some sample discrepancies for the period reviewed.

**Samples of Payment Discrepancies  
Between Vendor Check-In Sheets and Classroom Receipts**

| Date              | Payment Recorded on<br><i>Vendor Check-In Sheets</i> | Payment Received As Noted<br>On<br><i>Classroom Receipts</i> |
|-------------------|--|--|
| July 30, 2005     | \$160  | No receipt issued  |
|                   | Did not indicate                                     | \$160  |
| July 31, 2005     | \$200  | No receipt issued  |
|                   | Did not indicate                                     | 4 receipts totaling \$210                                    |
| December 10, 2006 | \$10   | No receipt issued  |
|                   | Did not indicate                                     | \$10   |
|                   | \$20   | \$10   |
| December 16, 2006 | \$10   | No receipt issued  |
|                   | Did not indicate                                     | \$20   |
| December 17, 2006 | \$10   | \$20   |
|                   | \$15   | No receipt issued  |
| December 24, 2006 | Did not indicate                                     | 2 receipts issued for \$20 each                              |
| December 30, 2006 | \$20   | \$10   |
|                   | Did not indicate                                     | \$10   |
| December 31, 2006 | \$10   | \$20   |

The revenue collection process should be administered in accordance with *Internal Accounts Manual* and other related District guidelines. Receipts should be issued to all vendors for rentals received; and the *Daily Vendor Check-In* should contain accurate records for payment.

*Management's Response: We concur. All procedures will be administered in accordance with Internal Accounts Manual and other District guidelines. Receipts and payment received records will be accurately kept. We are committed to these recommendations and will follow all guidelines as instructed by the District. (Please see page 6.)*

– End of Report –

Management's Response

# Lake Worth High School

OFFICE OF THE PRINCIPAL  
DR. IAN B. SALTZMAN



MEMO

TO: Mr. Randy Law  
Audit Manager

Ms. Ann Killets  
Chief Academic Officer

FROM: Dr. Ian B. Saltzman  
Principal

DATE: January 20, 2008

RE: Audit of Lake worth High School's Flea Market Revenue Collection Response

**RECEIVED**  
FEB 22 2008

**DISTRICT AUDITOR**

Below you will find my response and corrective actions in regards to the above mentioned audit.

**Security:**

I concur with the findings. Security is now provided for both Saturday and Sunday. Arrangements will be made for the police officer to accompany the consultant when money is collected. Arrangements will also be made for the police office to accompany the consultant to the bank when money is dropped off or to have the school's drop safe available.

**No Verification of Collections:**

I concur with the findings. All procedures will be administered in accordance with *Internal Accounts Manual* and other District guidelines. Receipts and payment received records will be accurately kept.

We are committed to these recommendations and will follow all guidelines as instructed by the district.

Thank you for all your assistance.



Case # 16-467

REDACTED

Receipt Dated  
October 25, 2015

Exhibit # 8

Case # 16-467

**RECEIVED**  
AUG 05 2016

INSPECTOR GENERAL



THE SCHOOL DISTRICT OF PARAG COUNTY  
**Classroom Receipt**

15 914579

Date 10/25/15  Cash  Check No. \_\_\_\_\_

AMOUNT  
\$ 15.00

Received From Rentae

For \_\_\_\_\_  
MODE OF COLLECTION

To be deposited in \_\_\_\_\_  
ACCOUNT NUMBER(S)  
252 104

ACCOUNT NAME(S)  
LWHS  
SCHOOL RECEIVED BY

PBSD 0196 (REV. 8/16/01) WHITE - Student YELLOW - Attach to Monies Collected form (PBSD 0180) PINK - Stays in Book

**EXHIBIT**  
tabbles  
8

Received 08/05/2016  
From: (99)

Case # 16-467

Lake Worth Flea Market

Covert Observations

July 23, 2016

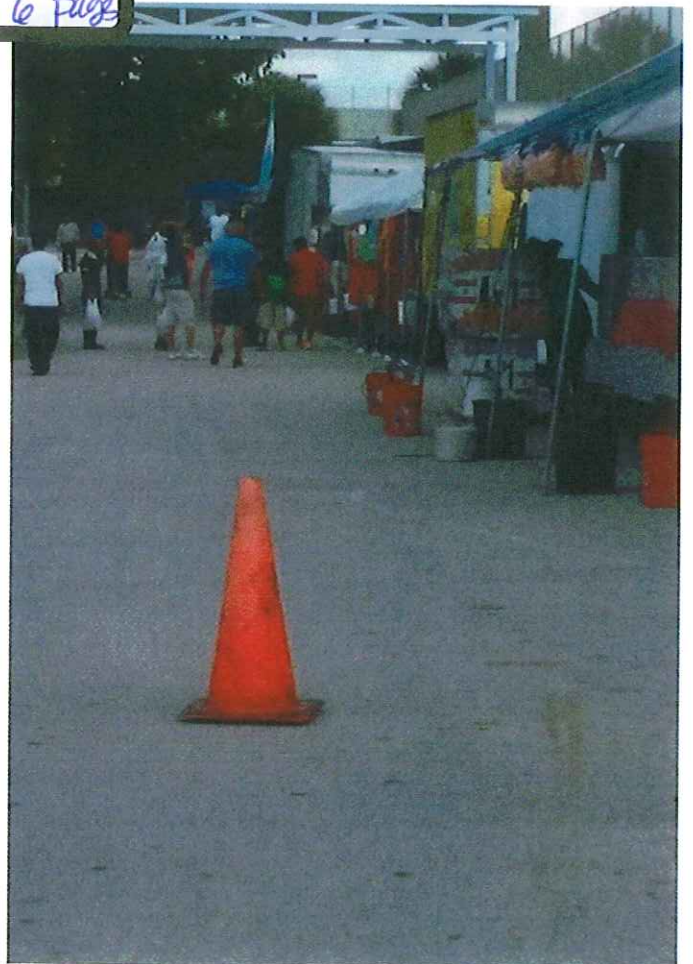
10:30 – 1130 hours

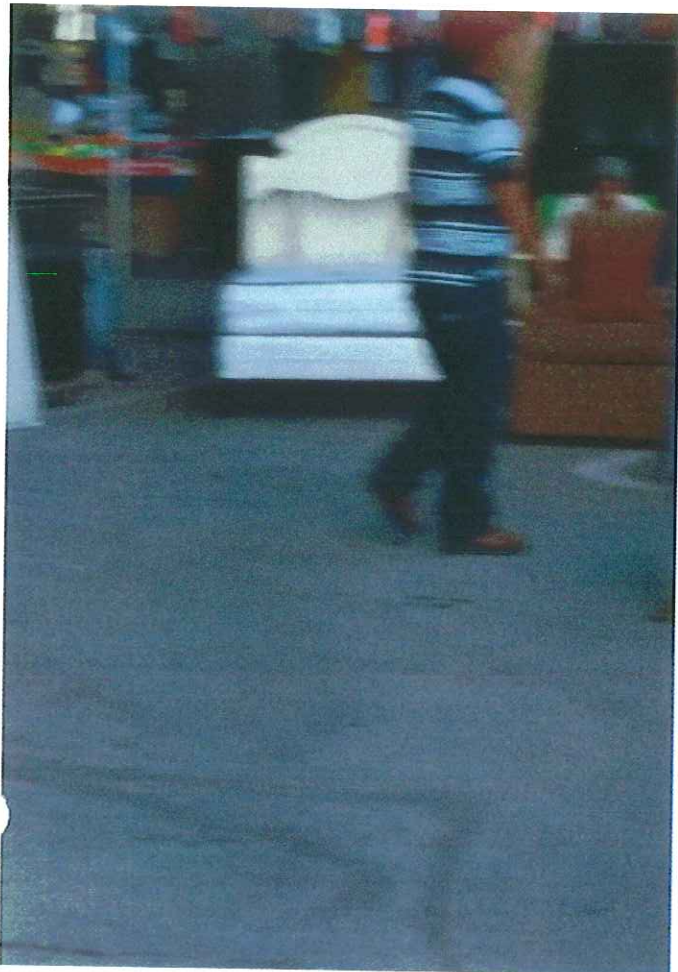
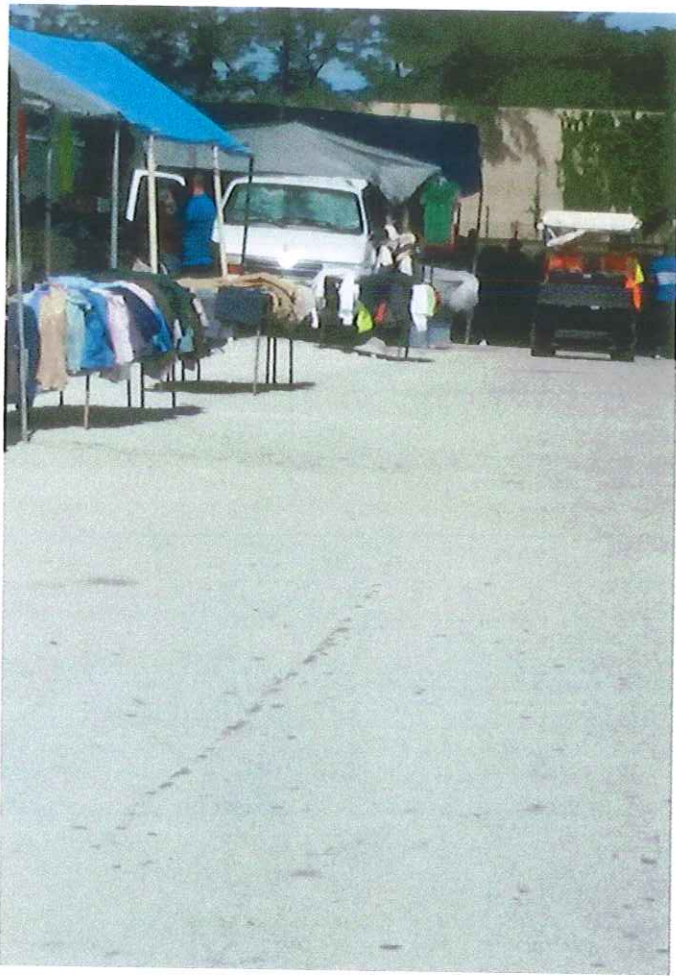
Exhibit # 9

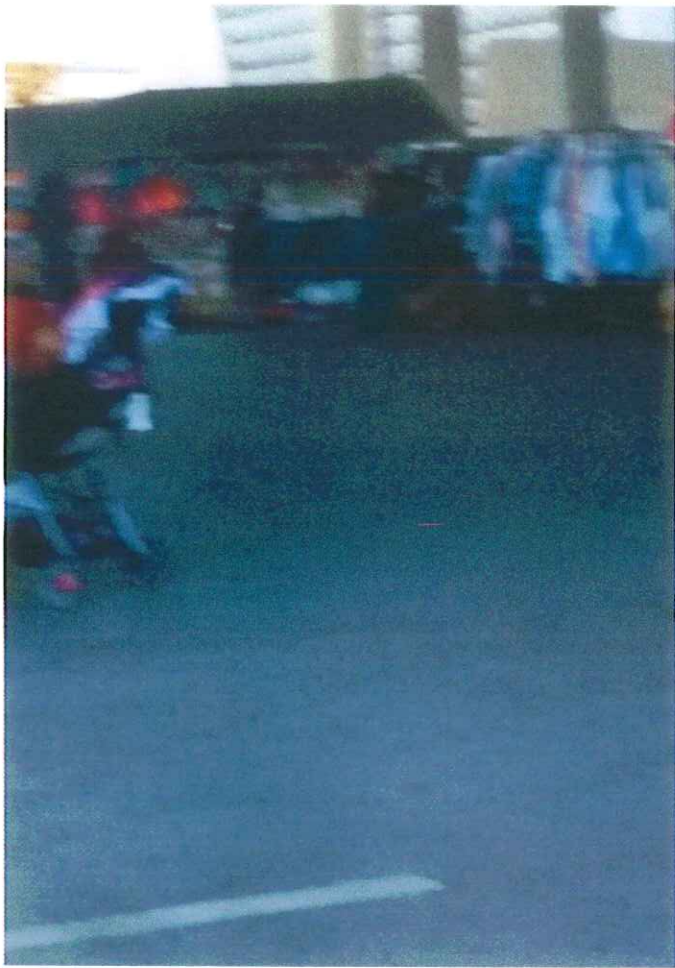




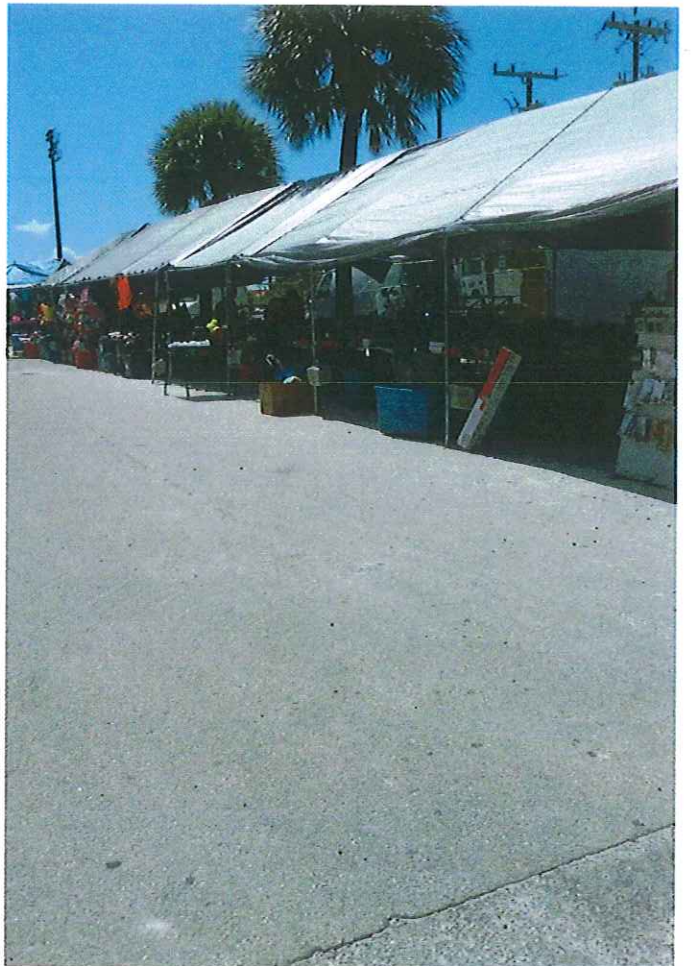
EXHIBIT  
# 9  
Total 6 pages













Case # 16-467

Lake Worth High School

Flea Market Area

August 10, 2016

Exhibit # 10

Scope: To determine if semi-structures from flea market vendors were left on-site.

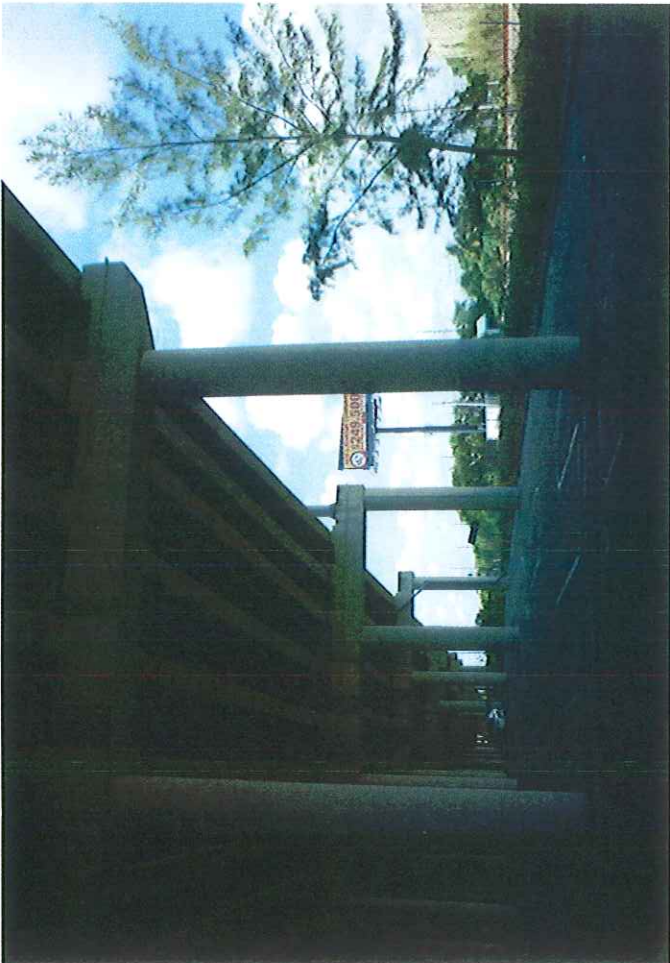


EXHIBIT  
#10  
Total 3 pages









Case # 16-467

Lake Worth Flea Market  
Operational On-Site Visit

August 14, 2015  
0500 – 0700 Hours

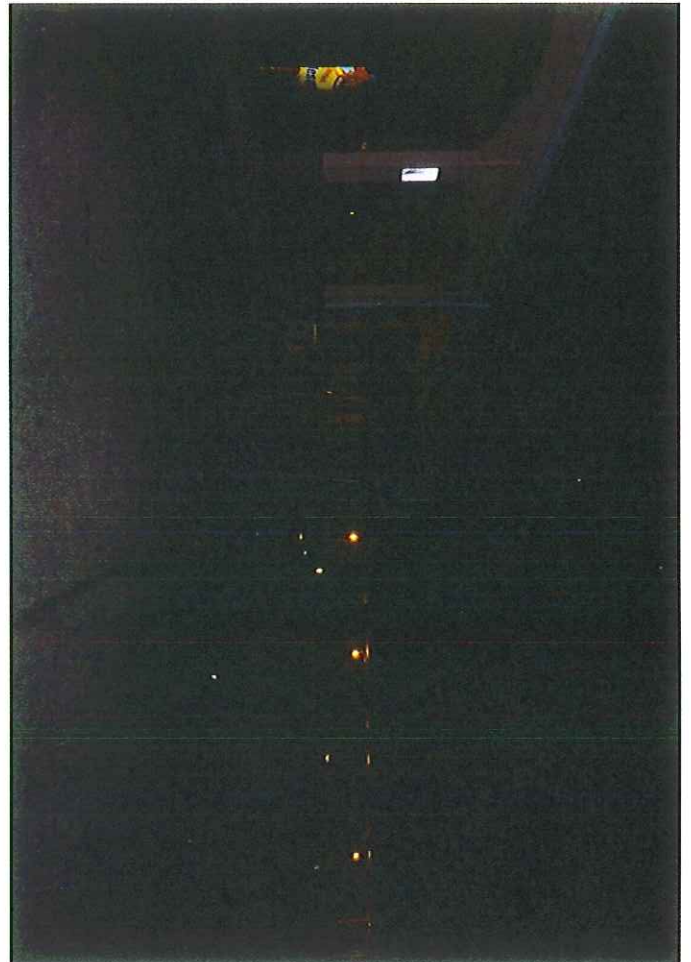
Exhibit # 12 - B

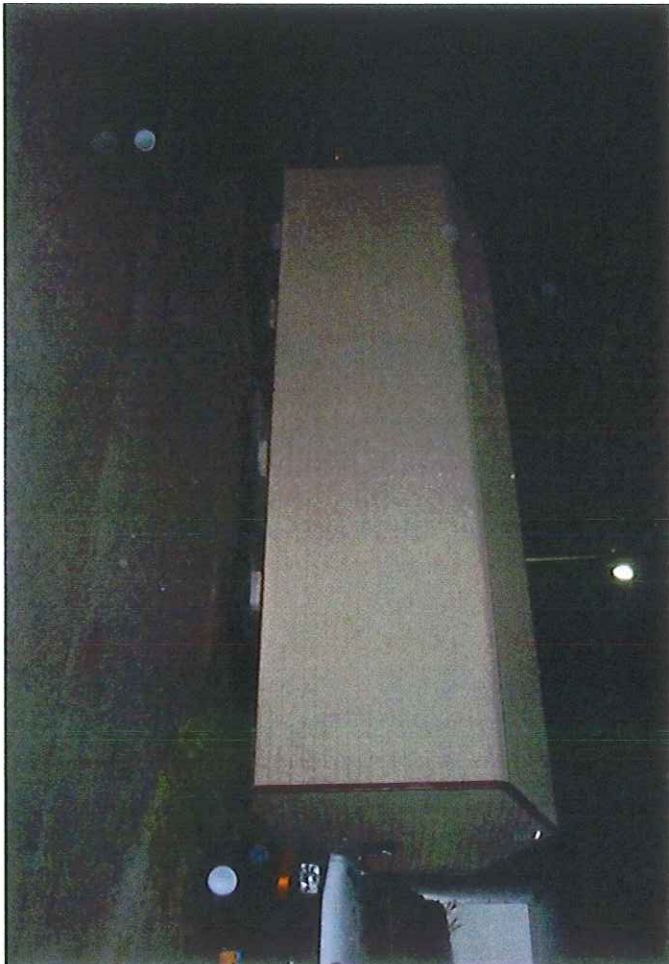


EXHIBIT  
tabbles  
12-B  
total pages 4



Exhibit # 12-B







Case # 16-467

Information Received from

Ralph J. Milone

August 15, 2016

**REDACTED**

Exhibit # 13





Angelette Green <angelette.green@palmbeachschools.org>

(no subject)

1 message

Ralph J Milone <lwhsflea@aol.com>  
To: angelette.green@palmbeachschools.org

Mon, Aug 15, 2016 at 9:53 AM

**REDACTED**

Ralph J Milone  
lwhsflea@aol.com

Mrs. Green:

To be objective.....you should read [redacted] views on race and politics at [redacted].WORDPRESS.COM. He is violently anti-African American, anti-Hispanic, and anti-Muslim. Scroll down to the section on Obama & Romney.

Thank you.

Ralph J. Milone




#13

## E-mail blocked by Microsoft Hotmail

July 21, 2015 - 9:20 am

Posted in Uncategorized

Leave a Comment



## REDACTED

[View original post](#)

## E-mail blocked by Microsoft Hotmail

June 10, 2015 - 2:40 am

Posted in Uncategorized

Comments (1)

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[More](#)

★ Like

Be the first to like this.

## Computer broken

June 7, 2015 - 3:48 am

Posted in Uncategorized

Leave a Comment

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[Pinterest](#)
[More](#)

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## Copyright 2014

February 27, 2013 - 4:09 am

Posted in Uncategorized

Leave a Comment

The Words of

is a work in progress and can be followed at my new website at <http://.com/>. Please update your bookmarks with the new URL.

Share this:

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[Facebook](#)
[G+ Google](#)
[Pinterest](#)
[More](#)

★ Like

Be the first to like this.

## SPECIAL JOKE DO NOT MISS IT

April 29, 2012 - 9:56 pm

Posted in Uncategorized

Tagged DO NOT MISS IT, SPECIAL JOKE

Leave a Comment

" The research scientists of an eminent university wanted to find out how a rape victim should tackle a rapist. They invited some young beautiful women to volunteer for the purpose.

They placed three couches in a hall and had a habitual rapist sitting on each couch waiting for their victim to come and sit next to him.

On the first couch a rather slender rapist was seated, and the payment to the girl for winning him over was \$500.00.

Follow

On the second couch a medium built rap  
the girl for winning him over was \$1,000

Follow "[REDACTED]"

And on the third, a most humongous and  
and the payment to the girl for winning

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your Inbox.

They told the girls, the volunteer must v  
If she cannot, and wants to quit, all she  
waiting guards would come and rescue l

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A gorgeous young girl clad in a lingerie c  
next to him. The rapist grabbed her and  
pleaded, ' Please don't, I beg of you.' The  
her face and threw her on the floor. He l  
couch and started to proceed. She screamed . And the guards rescued her.

A beautiful but tough looking woman went to the medium built rapist. The  
rapist tried to tear off her clothes. She resisted. Outraged, he barked, ' Be a  
woman bitch, or I'll make you one'. And he hit on her face so hard that it  
started to bleed. She screamed. And the guards rescued her.

A quite modest woman with a beautiful figure chose the humongous rapist  
the prize being highest on him, \$1,500.00.

Smilingly she sat next to him on the couch. She lifted her blouse up, and  
there popped out a beautiful figure. The rapist was thrilled to death. She  
put her soft hand under his shirt, and touched the bare skin of the lion of  
him, his male organ. And then something happened. The giant had a  
premature ejaculation. He stood up from the couch and started to leave,  
utterly defeated.

The amazed scientists came running to the woman and asked, ' Who are  
you lady ?'

The woman said, ' I am a hooker' and won the prize.

The moral to the victim in an apt situation: You are going to be raped  
anyway- Do you want it the easy way or the hard way? In other words, in  
helpless situations, an unyielding victim, very likely, runs the risk of being  
raped sadistically.- [REDACTED]

"A woman asked me: In the matter of sex, how should a woman behave with a  
man?

I said: That you should ask a woman, who has been a rape victim.

She countered: Why shouldn't I ask the rapist?

I said: You just did. I gave you a true, authentic and sound advice.

Moral:

A woman should always bear in mind, her weakness and limitations, in dealing with  
a man or men, and be prepared. [REDACTED]

"A prostitute friend of recent times met, and said: Why have you stopped seeing  
me?

Follow

I said: I am broke.

She: How do you entertain yourself?

I said: In my leisure hours, I recollect the w  
entertain myself.

The smart woman quickly said: O.K. You ow  
[redacted]

"Sometimes back, I used to masturbate to st  
kindhearted.- [redacted]"

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April 28, 2013 - 11:37 pm

Posted in Uncategorized

Leave a Comment

In the following are some of the WITTICISMS,  
HUMOR and JOKES written by [redacted]

Sunday, December 11, 2011

" ABUSE: If a man abuses you with profane words, it is not necessary that you  
should respond him in like manner. The art of response lies in producing a response  
that suits the recipient best and serves you most.- [redacted]"

" ACCOMPLISHMENT: An accomplishment can be evaluated as follows: quality of  
achievement, the investment made, the time it too...

In the following are some of the WITTICISMS, HUMOR and JOKES written by [redacted]

by [redacted] on Sunday, December 11, 2011 at 3:06am

" ABUSE: If a man abuses you with profane words, it is not necessary that you  
should respond him in like manner. The art of response lies in producing a response  
that suits the recipient best and serves you most.- [redacted]"

" ACCOMPLISHMENT: An accomplishment can be evaluated as follows: quality of  
achievement, the investment made, the time it took, and the value of returns  
realized.- [redacted]"

" ANGER: Anger is almost always the property of a strong man in a relation with a  
weak one. The degree of anger that can occur in the strong man is directly related to  
the degree of weakness he observes existing in the weak.- [redacted]"

" What causes anger in a strong man in a relationship with a weak one is, the  
defiance or noncompliance of his demand. Accordingly, there are two ways to control  
his anger: compliance, or demonstration of a strength that is at least enough to  
match his. United States and Russia, the two great powers, do not get angry at each  
other. They just disagree.- [redacted]" In a fight of anger between

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often, it is right versus right. They need an at who is really right or wrong.-

Follow " " "

" When offended by a weaker person, anger c consisting of a willingness to assault or

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destruct the weak offender as a revenge, as a teaching him or her a lesson so that he or she

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" Any man can get angry and strike you- he you have offended him, that he is very strong harmless. The key to avoiding or controlling t

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who believes he is stronger than you is to never offend him unless you are in a position to prove him you are equally strong if not stronger.-

" Anger is a weapon deployed to coerce someone to yield to a demand. How dangerous a thing the anger is depends on what is used in it's

expression- it could be some mind devastating words or a deadly hardware.-

" ANXIETY: Anxiety causes only to a healthy and sensitive mind. To take away the anxiety you must take away the problem.-

" APHORISM:

There is no such thing as an infallible wisdom. Any wisdom writer can produce an erroneous wisdom.

All wisdom writers are erring human beings.

Therefore, every wisdom you read should be used as a guidance and not as an INSTRUCTION or COMMANDMENT until it's veracity is thoroughly examined and determined to be factual, regardless of who devised it, a head of the state, a king, a saint or a prophet.-

" For writing observations, every minute you are living you have to be living with an objective of making observations. The moment you observe something that is unobvious to the common mind, you must write it down to bring it to attention of mankind.-

" An aphorism of observation isn't of much value if it is an observation of a too apparently a known fact. To be of value it

should be like putting to pen the informations of a discovery- even then, it's value only depends on the value of what was that discovered.-

" ARGUMENT: The best argument you can present to a powerful man is one which will pacify him. If he is opposed, he inflicts in one way or the other.-

" Before you go to have an argument with an opponent arm yourself with the weapon that will nullify his ultimate offensive. Otherwise, chances are, in the process of argument he will insult and humiliate you, and win the argument at the expense of your defenselessness if not the merits.-

" BACHELOR: The excessive indulgence in sex connoted in terms such as Cassanova, debaucher and libertine ascribed to bachelors is moderate when com

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indulgence of a married man. The total number of affairs at a given time generally far exceeds that of a libertine or a Cassanova.

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" If you would rather womanize, you may make seduction or novelty is worn off. When you are not to be repetitive with same partner is entirely your discretion.

" I once had an affair with a most gorgeous woman with you is worth a life time. And one night I proposed to be my spouse. Then I immediately had many nights that make an affair insipid.

" BEAUTY: Virtues inspire love. And beauty is a virtue- natural or acquired. " " Virtues make an ugly person good-looking, and a good-looking one beautiful. " " When youth blooms on a woman, no man cares whether her eyes small or her nose is long. " " The surest way to be friendly with a beautiful woman is- don't declare you want to be her lover. " " Women do not hate a one sided lover, they get furious at him- for what he really wants from them. " " In the matter of sex beauty plays the role of a stimulant. The more beautiful a person is the stronger is the stimulant.

" Two super beautiful prostitutes were talking about the easy money in the profession and boasting about their beauty. One said, ' He gave me a thousand bucks. He just kissed me and he was over!' The other said more boastfully, ' That's nothing. He gave me a thousand bucks. He just looked at me ( without ) and he was over !!'

" Woman's hair: every inch that is below is ten times more glamorous than the one that is above.

" In sexuality, the exhilarating hair of a woman is not just a complimentary part of beauty, but it is in fact, a massive sexual stimulant.

" BEHAVIOR: Behaviors do not always represent a man's true image. Man is clever enough to display only a behavior that is conducive to creating a favorable image.

" BRAIN: To be an observationist you should have 2 brains. With one you take effect (of whatever you are experiencing), and with the other you observe the effect. The first brain is the guinea pig, and the second is the scientist.

COMPENSATION: If you have offended or hurt a man immediately apologize, compensate and nullify the offense. Or else, you are giving the victim an unlimited time and opportunity that he may use to ingeniously design and damage you if and when he could.

" CONSUMER:

Consumerism oriented people are the result oriented people: It is th Follow

that make a job done and done well.- [REDACTED]

" I claim, there are two values of almost eve  
PRODUCT IS REALLY WORTH TO YOU and the  
VALUE or price of the product. It is in your c  
values. And thus be able to choose the lower

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" Attorney Harrison needing medical discussic  
up Dr. Bruce, the most eminent physician in  
on the medical aspects of his case. The doctor  
The attorney protested, 'That's too much!' T  
into my competition for a lesser quote.'

On a lonely side road of a lonely highway the doctor was lying by his car wounded  
and stranded , and his car completely wrecked as a result of collision with a pole.  
Attorney Harrison happened to pass by. Seeing the wreckage and a man wounded  
he stopped his car, and went towards the victim. Having a cellular phone in his  
pocket was ready to retrieve it to make a phone call for the ambulance. Recognizing  
the victim to be Dr. Bruce he abruptly stopped.

Dr. Bruce asked if he could use his cellular phone just to call for the ambulance.  
Attorney Harrison said, 'That depends on how long you expect to use.' The doctor  
said 'About five minutes.' The attorney quickly replied, "That will be \$100 a  
minute.' And added, 'If the price is too much, you can look into my competition for  
a lesser price.'

Two morals: .

1. Buyer be ware.
2. Pay up what it takes and shut up. [REDACTED]

" What is worse than a product being expensive ?

Not being available.- [REDACTED]"

" You will never know what the true quality of a consumer product is until you  
compare it with something that is superior to it and something that is inferior. And  
the same rule stands for a service provider.- [REDACTED]

" COURAGE: There is no such thing as courage without defense. It is your defense  
and the constant consciousness of the defense you have is what is courage.- [REDACTED]

" Laws traditions and customs are almost always blindly followed. Once they are  
established it is almost impossible to have them revoked regardless of how  
imperative is the reform. For this is a conformists world in which only a few are bold  
and courageous nihilists.- [REDACTED]"

" CRIME:

After days of reflection, subsequent to a confrontation with an armed robber I  
concluded the following:

Shooting an armed robber from behind or by deception is generally the only way a  
layman can have success. There is no way a layman could say with

Follow

am the home owner and expect the robber

Follow

" DANCE: Watching a young pretty woman dance to view and savor her physical beauty in dancing woman does not appeal us no matter

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" DATING: In dating there is only one issue a together the issues get too numerous.

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" DECISION: Instinct, emotions and impulse; play in a decision making. A serious

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decision should never be made under the influence make the decision you must exhaust

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both your own reasoning and that of wiser counsel.

" A pessimist sees only the negative consequences of a venture and avoids it. Like the pessimist a true optimist also sees the negative consequences, but he provides for them and ventures.

" Telling a pessimist to make a positive decision sometimes is like telling a man to fight when he admits- I don't know how to.

" DEFEAT: Victory is not the only thing to rejoice. A defeat is worth rejoicing when you avert a doom by accepting it.

" DEFENSE: Where ever you may exist you should live and prosper defensively. When you are defenseless the aggressors existing around you will not only snatch away your prosperity but also reduce you to a status of a subservient.

" Before you go to have an argument with an opponent arm yourself with the weapon that will nullify his ultimate offensive. Otherwise, chances are, in the process of argument he will insult and humiliate you and win the argument at the expense of your defenselessness if not the merits.

" DEMAND: When faced with a demand, it is easiest to champion by giving in. The weak gives in, the strong resists and the wise reasons and does sometimes a lot more than just giving in or resisting.

" DEPRESSION: You are happy if you are presently affluent with money. You are happy, if in your mind there are visions of prosperity. You are sad, downhearted and depressed if you are presently suffering in poverty. You are sad, despondent and hopeless, if in your mind there isn't a single dream or vision of prosperity.

" DISRESPECT: When a man disrespects you that's the time to pause and realize what he thinks you are (unworthy of

respect or undeserving respect) and what you probably presumed you were in his opinion.

" DIVORCE: A wife in dispute is a confident friend turned enemy. Nothing is more prudent than settling her dispute with prudence.

" What motivates many a divorce? Alimony.

Follow



And what is alimony? Easy money.- [REDACTED]

" Alimony !

The greatest danger in Matrimony.

Alimony is a legal dirty game

Punitive damages is it's name.

Let business failure, loss of job or misfortune

Beg, borrow or steal, Alimony you must pay.-

" Funny, marriage does not last forever, but I

" Wife: Why are you so henpecked honey?

Husband: For fear of alimony ! - [REDACTED]"

" SPOUSE THE BLACKMAILER

Trust your secrets in your spouse while together you live

When comes the divorce settlement- you give, give and give.- [REDACTED]

" DRESS: When you don't speak your looks and your clothes speak. By dint of speaking you can alt

er your image in accordance with what you speak.- [REDACTED]"

" An immodestly dressed woman never aims to concern anyone

but those who like her that way.- [REDACTED]

" What is the dress of choice to wear on a date ?

The dress of choice to wear on a date is the dress the date is fetishistic about or fetishizes, such as some Women fetishize a man's full suit and some Men fetishize a woman's full gown- while most women of higher class think men fetishize an off-shoulder gown.- [REDACTED]"

" EDUCATION: The open secret of achieving fortune through opportunity is the opportunity of higher education.- [REDACTED]

" FRIEND: Refusing a friend a favor is arousing or challenging his retaliation. But convincing him about your inability to oblige is disarming him.

" Being frank with true friends is the basis of friendship. If two friends know nothing of each other except their names, what can one do for the other ?- [REDACTED]

" What attracts friends in you is what you can give them that they need.- [REDACTED]

" To attract friends this is all you need/ You must have something that they need.- [REDACTED]

" Losing a friend over a point of view is a shallow sense of philosophy; to refuse reconciliation for the sake of pride is a foolish sense of pride; to hold a friend guilty for his little failings is a poor sense of judgement.- [REDACTED]

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" Ask a favor from a friend who can also expect  
are asking something for nothing. - [REDACTED]

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" As in seeking an employment position, in seek  
have the necessary qualifications. - [REDACTED]

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" The surest way of not being refused a favor  
one first. - [REDACTED]

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" We meet nicest of people. We hardly endeavor  
the first step in friendship are the ones who [REDACTED]

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" Ungrateful friends have a memory of converse  
you owe them but not what they owe you. - [REDACTED]

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" You may have many friends, but one who could be called a true friend, may not be  
among any of them. - [REDACTED]

" Friends are of three kinds: one is a barter kind- if he does a favor he must be  
repaid in one way or the other or else he claims and complains; the second one is the  
proverbial fair weather friend; the third one is a true well wisher, he is only happy to  
see each other well off and that is his only objective of friendship- he makes practical  
efforts of helping in almost

every matter. And rightfully expects a sincere reciprocation. - [REDACTED]

" Old friends are valuable. It takes many tests and trials just to be able to call a friend  
a friend. [REDACTED]

" If you have a problem speak it out to friends you can trust. You could be limited by  
your own knowledge in solving your problem, but how can you question the  
knowledge, the ingenuity and the alert mindedness of someone else? - [REDACTED]

" GAMBLING: I asked a gambler, ' Why do play Lotto ( Lottery ) ? '

He said, ' You never know you could be a winner. ' Then he asked me ' Why don't  
you play ? '

I said, ' For the same reason- I never know I could be a winner. ' - [REDACTED]

" A lottery man sells a woman a ten dollar ticket and says ' You are sure to win. '

The woman asks, ' You think so ? ' The clerk says, ' No. It is you. Or else, why would  
you buy ? ' - [REDACTED]

" The gamblers believe somewhere along the line they will win, and that is true.  
Likewise, somewhere along the line they got to lose what they gained when they bet  
again. - [REDACTED]

GOD:

" Tired of being quoted for convenience, disavowingly God said- I have never said  
anything or any part of all that those hypocrites say I said- [REDACTED]

" HAPPINESS: Happiness exists exactly on the reverse side of unhappiness. What  
causes unhappiness ? Find out what is causing you unhappiness- pr Follow #

it already, which is nothing but your problem:  
PROBLEMS REPRESENTS YOUR TOTAL UNHAPPINESS  
solved, a proportionate happiness is achieved.  
solutions of the problems that are causing your  
problem solved, you will experience a proportionate

" HASTE: Haste is the enemy of perfection or  
drops one thing or the other. - [REDACTED]

" HISTORY: Like accidents history does not occur  
[REDACTED]

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" You know how a vamp thrilled her mate?

She pretended to be unsundering on a date and made him rape! - [REDACTED]

" How do you define a male's initial sex experience?

An abortive attempt just wanting to be successful.

How did you find that out?

At age 11 after reading my books the whole day, at evening I took a walk over the  
street of pretty women standing at the door.

One 24 year pretty woman addressed me, 'Younger brother, come here.'

When I went to her she asked me if I had a cigarette. I said, 'I don't smoke'

She asked, 'Want to come in?'

I hesitated only to observe her pestering me for my business.

Right away the pretty woman pronounced, 'You are impotent'

I couldn't ignore her challenge. I went right inside with her saying to myself 'You  
think I am impotent? I will make you beg for mercy'

I did nothing, I only looked at her without. Lo and behold! In seconds I the  
challenged, exploded!! - [REDACTED]

" HOW TO WRITE OR PRODUCE A PUN ?

The definition of pun written in The World Book Dictionary almost disclosed me the  
secret of producing pun. The dictionary defines pun as 'the humorous use of a word  
where it can have different meanings, or of TWO OR MORE WORDS

WITH THE SAME OR NEARLY THE SAME SOUND BUT DIFFERENT MEANINGS'.

Absolutely so.

However, I shall further more disclose the secret of producing pun.

Follow

A pun is a word that almost always have two the word or message conveyed through it is the pun maker's defense or a mere technical the word is what the pun writer really means to interpret for enjoying it's indecent, off-colo

Going through the medical books for my med 'glanse' and it means male organ, the penis. word with almost the same or similar sound v 'to look at'.

Here is my exemplary humor or joke that I pr have described above.

A co-ed teacher in a Composition writing class announced, the noted humor writer said 'A pun is a surest fun.' And it is absolutely right. Could any one of you come up with a word that could make a pun?"

A Biology expert kid from the back row shouted, "I could, sir! The word is glance. One meaning of the word 'glance' is 'to look at' and the other..." then the kid kept quite.

The teacher asked, 'What is the other...?'

The kid hesitatingly said, 'It is a head. It is a head of...'

The teacher asked, 'Head of what?'

The Biology expert finally said, 'Penis, sir! Penis!' And the co-ed class burst into laughter while he stood winner of the day.

" A pun is a surest fun.- "

" HUNDRED-THOUSAND: If you earn ten thousand bucks a year, it is in ten years that you will have earned a hundred thousand. If you save only one thousand bucks a year, you need a hundred years to save a hundred thousand.- "

" LIFE: Problems come with life. Living

is solving those problems so as to get rid of the pains they would otherwise cause. Education, learning and labor are the means we employ to achieve the objective.- "

" LOVE:

What does it require to increase the sex life of a woman ?

One of the two things:

Increase scientifically, the menopause year from 45 to 48.

Or, decrease her age of majority from 18 years to 15 years legally. And let her begin her life of romance and sex right from the age of fifteen years, if she so desires.

" Love for your own sake in fall or spring/ When it comes to

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consider the offspring. - [REDACTED]

" The eyes looking for love are very sharp. They notice any defects or highlights in a prospect's character that are unnoticed. Sometimes virtues overshadowed by a circumstance influence the eyes to ignore the defects. - [REDACTED]

" Love takes place in the heart of one to whom the other is attracted. Even though you are what you are. - [REDACTED]

" Love is wisdom. Passions is an opportunity. It's now or never. - [REDACTED]

" Women do not hate a one sided lover; they just don't really want from them. - [REDACTED]

" You often fall in love only with a woman who directly or indirectly grants you a 'go ahead fall in love' signal or approval. Sometimes her approval consists of such a subtle and fleeting gesture that where and when it was granted becomes untraceable and you begin to feel you fell in love all by yourself and without her approval gestural or apparent. - [REDACTED]

" The trick of pretty women is: For the first kiss be very liberal. For the second kiss demand. For the third kiss demand more. For the fourth kiss demand still more- a marriage. - [REDACTED]

" Never dare to indiscreetly oppose the love affair of a man who is possessed by the passions of love. The way to even discuss with him about it is to subordinate yourself to him, and persuade him like a subservient. For his passions is his domain and he is the supreme authority over it. - [REDACTED]

" While youth is the time to fall in love, youth is the time to lay the foundation of an educational career and complete building the mansion of the chosen career before youth ends, so you can live in it when middle age begins. - [REDACTED]

" The experience of love lingers in the memory almost for ever. It is a never parting treasure. - [REDACTED]

" How do you know a girl likes you? When she looks at you, passes you by, turns around and looks again. - [REDACTED]

" A newly married disenchanted wife said to her new husband, ' It's you who insisted for marriage '. The husband said, ' Yes it was I. But who had said it ' No no. Not before marriage ? ' - [REDACTED]

" Hate is established on the same principle as love. The source of love is observing merits in the subject, and the source of hatred is discovering demerits. - [REDACTED]

" MAN: Believe it or not, it's the truth/ When one man knows the other man is an ant, when angry, he wishes to crush him by his foot. - [REDACTED]

" MARRIAGE:

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What does it require to increase the sex

One of the two things.

Increase scientifically, the menopause y  
legally, the adult age from 18 years to 1

" Remember girls, remember well, certa  
BRUTISHNESS AND CRUELTY in making  
ACHIEVE A QUICKER ORGASM. You will f  
among celebrities and famous men. Onc  
man, you must LEARN HOW FAR TO CON  
BEHAVIOR OF MEN. The bottom line to ge  
understand the male's behavioral trait, 1  
YOU WORSEN THE MALE'S STANDARD OF BEHAVIOR. -

" Love for your own sake in fall or spring/ When it comes to marrying,  
consider the offspring. -

" The difference between marrying a rich man and a poor man is, in the  
former situation, the common abuses of a husband are compensated by the  
comforts he provides. In the later often they are not. -

" The simple rule of thumb of marriage for a poor woman should never  
marry a beggar no matter how handsome he is. And a poor man shouldn't  
marry a beggar woman no matter how beautiful she is. -

" Younger women who marry older men are far sighted; they foresee that  
within ten years they get older too. -

" Parents who give dowry so that their timid daughter may not be ill-  
treated, may have to make payments again for the same reason. -

" A woman gets liberated two times in her life. One on her first wedding  
night, and the other on her first day of divorce. It's only in the meantime  
that she generally gets all her fantasies and wedded dreams fulfilled. -

" Why does a rich marry a rich ?

In good days one million plus one million makes two millions. In bad days  
two millions minus one million still makes a million. -

" 'to have and to hold..for richer, for poorer..till death do us part' is a good  
contract. But we are apprehensive all the time that one of the parties to the  
contract may turn out dishonest and leave the other holding the bag. A  
spouse acquires all the benefits of marriage from the other, and when the  
time comes to repay, he or she is gone. Current statistics in the Western  
societies show most marriage vows are broken. In the United States three  
out of four marriages turn into a divorce. -

" MEDIOCRE: A mediocre performer or talent can be successful provided he restricts  
his performance to areas a professional doesn't perform. -

" MILLION: Whatever good you are capable successfully doing, do it in quantity. It is  
the quantity that makes the difference between one dollar and a mil Follow n

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" MISFORTUNE: The loss of an income often a fact is when the income is gone, all the problems of income, turn up as multiple misfortunes.-

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" MONEY:

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In order to become rich you must make good savings. And savings come from Income.- Or

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" To get get money, you must spend your time money.

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And that which produces more money should be your priority.-

" A great amount of the time of man's life and money are wasted in doing things that could be avoided, but for the reason that every one does it

" There is no true value in money, there is value in only the goods you need. If you own the things you need, you own the best currency in the world.-

" Borrowing money should be considered as borrowing a vehicle. Use it for a trip and return it. If you don't how should the owner travel?-

" The safest place to keep your savings safe is the account of your creditors- whom you cannot escape paying regardless of difficulties or hard times.-

" Poverty is just having no money. But having money and no peace of mind is suffering.-

" A friend or relative of yours may have money. But they all feel they have collected it like bees collect hiving honey. If you ask them to spare some, most likely they would like to sting.-

" Refusing a friend a favor is arousing or challenging his retaliation. But convincing him about your inability to oblige is disarming him.-

" If you earn ten thousand dollars a year, it is in ten years that you will have earned a hundred thousand. If you save only one thousand dollars a year, you need a hundred years to save a hundred thousand.-

" You need money to enjoy health, and health to enjoy money.-

" MOTHER:

" Mother universe gives birth to twelve children: four of them are called boys, four girls and four are called gays. Though none has to love each other, but as far as the mother is concerned, it is expected of her to love all equally.-

" MURDER: A slap, a blow and a murder often are forms of making a point to the insensitive.-

" MUSIC: There is a special method of listening to song and music to conceive it best. And that special method is: Don't shake your head or tap your feet while the music is on, but listen.-

" Listen to the song with full concentration with a decided intent of grasping the words and melody. If you do not give your full attention, even though

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to it several times, you won't be able to comp. Comprehending the songs and their melodies listening songs that it implants a jukebox in y one of your favorite songs in your loneliness, retrieving it from the jukebox of the songs yo

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" What does it require to be able to sing well

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There is no such thing as a special voice for p vocalization. What is required in the voice is F shouldn't be faint or weak. It should be as po in the voice can be acquired by building a voic power can be achieved by a constant practice of singing both the high and low pitch songs.

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" Songs help alleviate boredom, depression and melancholy. However, the remedy greatly depends on the choice of the songs you actually make ( in accordance with the mood you are in ) in a joyous mood a liting melody enhances the joy and in sober mood a slow melody song could be more meaningful and affective.

" MYSTERY: What is mystery ? Mystery is like magic, that occurs in presence of vigilance. The perpetrator of a mystery is an equvalant of a magician who can make a dead body disappear while you are around it. It is only a mystery unraveler can unravel it.

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April 28, 2012 - 11:31 pm

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Tagged aphorisms, essays, idioms, sayings

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" NEWS MEDIA: The thing with the news media is, first they decide whether to make a certain politician famous or infamous, and then do the reporting on him. If neither is in their policy they leave him alone.

" NEW YEAR'S DAY:

What is the best thing to do on a New Year's day ?

You stay home and let the Police be on the road.

" NIHILISM:

Whether they are a religeous or social costumes, one should not be a conformist if it is not to one's advantage.

" NO-COMMENT: Reporter: Do you love your ex- wife ?/

Celebrity: No comment. / Reporter (again): Do you Follow



ex-wife ?/ Celebrity: Okey, what's Reporter./ Celebrity: Why ?/ Repc  
Celebrity: Why ?/ Reporter: They name./ Celebrity: Why ?/ Reporte

" NOSE: When youth blooms on a her eyes are small or her nose is l

" OBSERVATION: For writing obse are living you have to be living wit observations. The moment you ob

you feel is unobvious to the common mind, you must write it down to bring it to the attention of the mankind. -

" To be an observationist you should have 2 brains. With one you take effect ( of whatever you are experiencing ), and with the other you observe the effect- one brain is the guinea pig, and the other is the scientist. -

" OFFENSE: If you have offended a man immediately apologize, compensate and nullify the offense. Otherwise, you are giving the victim an unlimited time and opportunity which he may use to ingeniously design and damage you, if and when he could. -

" OPINION: People usually have two opinions of you. One they indicate to you, and the other they keep for themselves. -

" OPPONENT: An opponent should know you have three faces: strong, kind and friendly. So that when he wants to aggress he knows you are strong, when he wants forgiveness he knows you are kind and when he wants to be a friend he knows you are friendly. -

" PARENTS: You should always remember, you got at least something from your parents- you came after them and with nothing. -

" PAST ( RETROSPECT ): The awareness of the past is the standard of measurement of your present. With the memory of your past you measure your present state of prosperity or retardation, happiness and unhappiness. -

" PHILOSOPHY: Philosophy is not a mere theoretical subject. Some thoughts are thoughts provoking and some are action provoking.

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Philosophy is a subject you cannot conducting your life by some philc philosophy of your own or by that

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” PHOTOGRAPH: Beholding no gla gratifying as seeing a glamour pic glamour is or is no more. -

” In a portrait, presenting only the his or her body is like saying some context. -

” POETRY: Most poets think just because something is rhymed it must be appreciated. Rhyming is the music of a song, it is not a song in itself. -

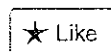
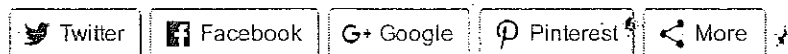
” PLANNING: You can only do what you think is most likely to produce success. If the out come of one plan is failure you have to pick up from there, and plan something else. If that plan fails you have to start planning something else again. You can never do away with planning in the struggle for survival. Even if you want to die, you have to do planning. -

” PORNOGRAPHY: Pornography corrupts the mind without encountering any real resistance- the mind basically has inclination for it- the wiser counsel in you attempts to exert some resistance- and often it gives in too-

” By watching sports on the TV you may not become a sportsman. If you watch pornography, chances are, you may end up becoming a sex athlete- perhaps a perverted one. -

” The influence of viewing pornography is so instantaneously effective on young people that , a girl who views pornography almost immediately starts looking out for a muscular man for sexual intercourse. The worst effect of viewing pornography on her, is not so much the instant urge of sexuality but her indiscreet choice of men for the purpose. -

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" PRIORITY: Man wishes to do and can do but his laziness prevents from achieving all. Hence, you must choose your prime and choicest priorities, and let the things left undone. - [REDACTED]

" All that you think to do or want to do is only rational that you must do things in

" PROBLEM: Problems are the way you live. In problems in one glance, they are scary and individually ( one at a time ) they are tiresome.

" Solution to a problem is often found by thinking over the problem. Common sense and common sense have is put to work in thinking and often, they together find a solution. If no solution is realized out of your own knowledge and your own thinking, use external knowledge for help, such as friends and professionals who are expert on the subject. The fact is even they will have to do a thinking to find the solution to your problem. [REDACTED]

" If you have a problem speak it out to friends you can trust. You could be limited by your own knowledge to solve your problem, but how can you question the knowledge, the ingenuity and the alert mindedness of someone else ?" - [REDACTED]

" PROSPERITY: Only the best use of time can give you the optimum prosperity. Simply put it, use your time for what will reward you most. [REDACTED]

" PROTECTION: If you sink your protection in the arms of a strong man, he will assure you protection, but only for as long as he wants. [REDACTED]

" Out of twenty people who know you are weak and unprotected, one may take you for a lamb and play the role of a wolf - [REDACTED]

" PROVOCATION: In every human's heart there lives a god and a devil. It is up to you which one you provoke. [REDACTED]

" QUARREL: To handle any quarrel always keep one weapon handy - the apology; and never be ashamed to use it the moment you feel situation warrants. - [REDACTED]

" QUOTATION: In a book of quotations on many subjects that I've read / Among all I found [REDACTED] said the best. - [REDACTED]

" RAPE: A rape victim the more she resists, the more she obliges the assailant. To a rapist, an unwilling victim is more gratifying than a willing one. But there is no straight answer to the question whether or not the victim should resist - it is strictly a matter of the victim's strategy. - [REDACTED]

" A habitual rapist spotted an attractive woman in a busy street. He kept on following her, and when she reached a lonely spot he grabbed her and raped. Having encountered little resistance he gently commended her.

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every victim of mine were just like you,'  
scores like me. You should only have the  
twenty bucks.' - [REDACTED]

" The research scientists of an eminent  
rape victim should tackle a rapist. They  
women to volunteer for the purpose.

They placed three couches in a hall and  
each couch waiting for their victim to co

On the first couch a rather slender rapist  
the girl for winning him over was \$500.

On the second couch a medium built rapist was seated, and the payment to  
the girl for winning him over was \$1,000.00

And on the third, a most humongous and horrible looking rapist was seated,  
and the payment to the girl for winning him over was \$1,500.00.

They told the girls, the volunteer must win over the rapist to get the prize.  
If she cannot, and wants to quit, all she had to do was to scream and the  
waiting guards would come and rescue her.

A gorgeous young girl died in a lingerie came to the lanky rapist and sat  
next to him. The rapist grabbed her and tried to bite off her cheeks. The girl  
pleaded, ' Please don't, I beg of you.' The rapist landed a full force slap on  
her face and threw her on the floor. He then picked her up, laid her on the  
couch and started to proceed. She screamed. And the guards rescued her.

A beautiful but tough looking woman went to the medium built rapist. The  
rapist tried to tear off her clothes. She resisted. Outraged, he barked, ' Be a  
woman bitch, or I'll make you one'. And he hit on her face so hard that it  
started to bleed. She screamed. And the guards rescued her.

A quite modest woman with a beautiful figure chose the humongous rapist  
the prize being highest on him, \$1,500.00.

Smilingly she sat next to him on the couch. She lifted her blouse up, and  
there popped out a beautiful figure. The rapist was thrilled to death. She  
put her soft hand under his shirt, and touched the bare skin of the lion of  
him, his male organ. And then something happened. The giant had a  
premature ejaculation. He stood up from the couch and started to leave,  
utterly defeated.

The amazed scientists came running to the woman and asked, ' Who are  
you lady ?'

The woman said, ' I am a hooker' and won the prize.

The moral to the victim in an apt situation: You are going to be raped  
anyway- Do you want it the easy way or the hard way? In other words, in  
helpless situations, an unyielding victim, very likely, runs the risk of being  
raped sadistically. [REDACTED]

" When a male performs a sexual intercourse with a woman against either  
her true or fake disapproval, then a rape has occurred (for al Follow d

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legal purposes).

When a fake-resistance rape takes place advantageous position, meaning if she v place. Or for personal gain or convenien- accuse her male partner of raping, an ac consequences to the defendant that it cc immeasurable penalization and a total d

The following is an example of what cou ACCUSABLE RAPE.

The mother asked the daughter seriousl heard you telling him 'no', 'no'. I saw you chasing you and grab you. I saw him remove your underpants forcibly and hurriedly. Darling, did he rape you?

The daughter answered. 'No mother. But he is admitting he did.'

" RELATIVE: Relatives are relatives; but RELATION is what you make."

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RELIGION

" Q. What is the difference between polytheism and monotheism ?

A. There is no difference. Polytheism= God. And monotheism= God.

" If I were a Muslim I would envy a Hindu for one uncompassionate law of Islam, the stoning of women to death.

Ironically, in the fifteenth century hundred- percent- Hindu India, thousands of Hindus were forcibly converted to Islam by the then Muslim rulers the Moghals and the Khiljees.

" Do you think the Moghals were a stronger people ?

Neither the Moghals nor the Romans nor the Ottoman Turks were stronger people.

Those whom they conquered were helpless and indefensible human beings at that particular time.

" A theist and an atheist both are firm believers. One believes there is God and the other believes there isn't. We cannot necessarily esteem one for believing nor despise the other for disbelieving.

" What is proselytization ?

Follow

An act of aggression on other religions, faiths

" How do you contain proselytization ?

History bears it that proselytization has aggressive were indefensible.

Any country that considers itself to be a sovereign principally illegalize any coercive proselytization illegalized proselytization.

Freedom of religion should stand to mean freedom not a license to blatantly aggress and transgress mechanics of conversion, political power, moral poverty of the people of other faith all in the disguise of 'freedom of religion'.

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" I observe, it is extremely risky to freely discuss religion with a Muslim cleric unless you are in a position to combat his cry for jihad or challenge his order of fatwa.

" All religions are religions. And all believers of God are believers. It is only the degree of education and knowledge that makes one believer different from the other.

" What is the difference between prophet and deity?

There is no difference. What is Mohammed to Muslims and Jesus to Christians, Buddha or the statue of Buddha is to the Buddhists. Religion is a belief, and no one's prophet or deity is inferior to the other's; and those who claim one is inferior to the other are in complete darkness- they need enlightenment.

" There is but one God. And the deities are the prophets through whom the faithful worship God.

" The greatest danger I find in the Islamic law of blasphemy is, it is extremely easy for a cleric to interpret any vague or ambiguous religion, God or Mohammed related statement into blasphemy almost discretionally and condemn to death an innocent victim, a member of Islam or a member of Non-Islamic religion, who happens to be existing within the Islamic jurisdiction (in this so-called free or so-called one world).

" REVENGE: It is said ' It costs more to revenge than bear it ' but certain revenges ( having an inherent advantage of propriety and justice ) are worth the cost if you can only afford and carry them out completely legally-

" A revenge does not have to be taking law in your own hand, a revenge does not have to be wild justice, a revenge could simply be committing the wrongdoer to justice. Accordingly, undertake only an action of redress. The important thing about the action is the cost; it should cost no more energy and resources than it justifies the gain. If it requires most of your energies, most of your resources and most of your time, it may amount to more pain than redress.

" Taking law in your own hand in revengeful action is making the entire law enforcement force your enemy. Once you take the law in your own hand, you will have two enemies for yourself- the original one and the law enforcement-

Follow

" The difference between revenge and a con-  
tooth for tooth; a considered action demands

Follow [REDACTED]

\*\*\*\*\*

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" SEX:

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" Sex is a monster that dominates all other a:  
from making you commit ghastly wrong thing  
always gratified in a sensible manner. Have s  
no vamp can take advantage of you in the da

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" The appetite of sex is just like the appetite c  
garbage or poison.- [REDACTED]

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" It isn't having sex that is so important but it is who you have it with.- [REDACTED]

" What is the difference between the hunger of sex and the hunger of belly ?

The substitute of the hunger of sex is will / There is no substitute of the hunger of  
belly still.- [REDACTED]

" What is your single most important advice to women on sex ?

A woman should use sex and charm as means to acquire the companionship of a  
worthy man and not as a means of merely consuming pleasure.- [REDACTED]

" Sex isn't the world my friend / Sex is a mere urge and gratification is it's end.- [REDACTED]

" Sex is like food. If you want to relish it you must starve for some time.- [REDACTED]

" What causes greater eroticism ?

Features that are established as greatly erotic, such as, among the dark skinned a  
lesser dark, among the leans the fleshy and among the five-footers the six- footer.-  
[REDACTED]

" Attracting opposite sex is strictly a business of eroticism. You can never achieve it  
by fine words or compassion. Sex is not a charity that the neediest gets.- [REDACTED]

" A woman only needs to be moderately good looking. Her sex appeal comes from her  
overtures- subtle, blatant or flagrant.- [REDACTED]

" The bliss of an orgasm a month, a week or a day

Keeps the sex problems away !- [REDACTED]

" What is achieving orgasm ?

In the world of romance, achieving orgasm is an achievement.- [REDACTED]

" There is no such thing as abstinence. There is only sexual intercourse,  
masturbation or wet dreams. Human orgasm is no different from human offal and  
urine- it has to come out of the body.- [REDACTED]

" What is the difference between experiencing sex before marriage or after?

Follow

The mere difference in the timing does not n experience of the participants. Experiencing s of one's own suitability and circumstance.

Follow: " [REDACTED] ar

A newly married disenchanted and disappoint shouldn't have married. It is you who insisted

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The husband said, 'Yes, it was I. But who has marriage?' - [REDACTED]

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" The manipulation of the genitals is masturb version of masturbation. What is the differen masturbation or sex? Hence, the question yo take ?

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The answer clearly depends on whether the person you intercourse with is preferable to masturbation OR THE MASTURBATION IS PREFERABLE TO THE PERSON. - [REDACTED]

" TALENT: If you have a talent don't expect occasions to arise. Create occasions to show it off. - [REDACTED]

" A mediocre talent can be successful provided he restricts his performance to areas where a professional doesn't perform. - [REDACTED]

" TALK: The best way to judge a man is to give him a chance or reason to talk and let him speak out his mind. - [REDACTED]

" When you don't speak your looks and your clothes speak. By dint of speaking you can alter your image in accordance with what you speak. - [REDACTED]

" TELEVISION: In the days when there was no television people sought wisdom from famous books. Now they expect to get it from the talk-shows on the television. But the sad part is, what they learn from the TV disappears from their minds as quickly as it disappears from the TV screen. - [REDACTED]

" THEORY: The difference between theory and practice is that theory does not see things beneath the surface, practice is what shows them off. - [REDACTED]

" THINKING: Thinking is a luxury. You have to first earn the leisure before you can afford it. - [REDACTED]

" Often the quality of an action improves if supported by a quantitative thinking. - [REDACTED]

" Thinking is not inaction. It is action in process. - [REDACTED]

" Self debating is two or more people in one mind presenting counter opinions without offending each other. - [REDACTED]

" Solution to a problem is often found by merely indulging in a generous thinking over the problem. Common sense and the knowledge you already have is put to work in thinking and often, they together find a solution. If no solution is realized out of your own knowledge and your own thinking, use external-knowledge for help, such as friends and professionals who are expert on the subject. The fact is even they will have to do a thinking to find the solution to your problem. [REDACTED]

" There are two kinds of people in the world: Those that are thinking

Follow



those that are merely living animals. - [REDACTED]

Follow [REDACTED]

" TIME: In wasting time it is not just the time that time could produce along with compoun

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" Like what you do in spending money, do it i it or the best returns. - [REDACTED]

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" A great amount of the time of man's life an that could be avoided, but for the reason that

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" The way to read a newspaper in a minimur just read the headline what it says. And then know about it?' If 'yes' read. If 'no' just s something that is directly useful to you. - [REDACTED]

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" ' Busiest people have the most time ' but not for any trivial proposition. [REDACTED]

" There is many a reading materiel which in the guise of benefitting you only wastes your time. You have to exercise your own editing as to what you should read and what you should omit in order to get the most out of your reading time. It is the quality of the materiel you are reading that establishes the importance and value of your reading. - [REDACTED]

" Time saving devices are woderful tools. They increase a man's life span, in a way giving more productivity in less time. - [REDACTED]

" Only the best use of time can give you the optimum prosperity. Simply put it, use your time for what will reward you most. - [REDACTED]

" If unemployed, you have your time for yourself. Doing anything productive with it is in a way being employed. [REDACTED]

" The sooner you plant a tree, the sooner it will grow giving you the benefit of time. - [REDACTED]

" Man wishes to do and can do many things. Limitation of time' prevents from achieving everything. Hence, you must choose to do the things that are your choicest priorities, and learn to bear to see the rest of the things left undone. - [REDACTED]

" USA, THIS IS:

Here's [REDACTED] LTIMATE SOLUTION to MARITAL WOES (found in almost every household in the United States):

Marry overtly (as overtly as you wish to) and returning from the honeymoon divorce covertly with a pre-nuptial agreement to such effect. And live together as long as needful or amiability exists. At the instant of an exacting discord you split without having to go through the destructive procedure of divorce (punitive damages resulting from the so-called cheating when inadvertantly, innocently or erroneously one does, life devastating Alimony payment for the life of the recipient regardless of whether or not one has any kind of an income to pay, losing the living house as a distress sale, attorneys fees, court costs and so forth). There are countless couples that live together with children, who split and rejoin again and again. Were they in a married status they would have had to divorce several times and rer

Follow

times, and then eventually divorce for good w

There are thousands of marriages that go on  
Statistically, three out of four marriages end i  
through the unacceptable and unbearable pro  
consequences. - [REDACTED]

" USA is a free country.

How do you define freedom in US ?

This is illegal. That is illegal. Everything is illeg

This is a crime. That is a crime. Everything is

This is a felony. That is a felony. Everything is a felony.

Take my word- if you don't want to, look into the 'United States' lawbook. [REDACTED]

" WEAKNESS: When you are weak, the attacker wins and yet derides you. When you  
are strong, the attacker loses and yet reveres you. - [REDACTED]

" WIFE: To a loving husband, a wife is invaluable, like an ocean of wine to an  
alcoholic, and a granary to the hungry. - [REDACTED]

" A wife in dispute is a confident friend turned enemy. Nothing is more prudent than  
settling her dispute with prudence. - [REDACTED]

" In youth a man governs his life by his hormones. A wife who is unworthy of  
companionship may get along for the few youthful years, but she surely becomes  
dispensable when the middle age steps in. - [REDACTED]

" If the wife is timid and defenseless the husband enslaves her; if the husband is  
timid and defenseless the wife enslaves him. Balance of power is needed in husband  
and wife relation as well. - [REDACTED]

" WISE: A wise man is one who is aware of old age when he is young, of sickness  
when he is in health and of poverty when he is rich. - [REDACTED]

" Why do wise and famous men consent to the glances of an attractive woman just  
like a fool does ? They believe being wise and famous has nothing to do with eating,  
drinking and having romance with an object of romance. - [REDACTED]

" WOMAN: A beautiful woman from a distance is worth a hundred thousand. When  
she comes close it's two hundred thousand. In the bed it's three hundred thousand.  
After consummation ? No, not zero but the same three hundred thousand. Because,  
once she is distant it starts all over again. - [REDACTED]

" A woman only needs to be moderately good looking. Her sex appeal comes from her  
overtures- subtle, blatant or flagrant. - [REDACTED]

" WRITING:

" What is your style of writing ? To express my ideas and wisdom, I use the best of  
the styles of the best writers- and that is my style of writing. - [REDACTED]

" I have learnt a few complex phrases from Chales Colton .

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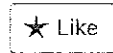
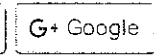
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And the two grandiloquent expressions '...ity'

from Samuel Johnson.-

=====

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Case # 16-467

REDACTED

Letter to The "Complainant"

From LWHS

Dated December 4, 2015

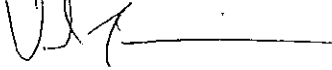
Exhibit # 15

Lake Worth Community High School  
1701 Lake Worth Road  
Lake Worth, FL 33460  
(561) 533-6363

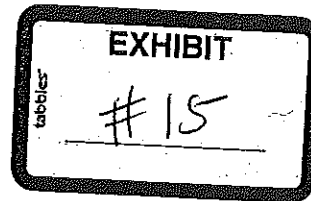
2015  
December 4, 2016

I would like to meet with you and Mr. Milone in my office to discuss the matter in person so that we can come to a resolve. I am available from 12:00 PM – 9:00 PM Monday through Thursday and 7:00 AM – 4:00 PM Friday. Please tell me when it is convenient for you and I will ask Mr. Milone to attend.

Sincerely,



Vincent Taormina  
Assistant Principal-Adult and Community Education



Case # 16-467

REDACTED

Letter to The "Complainant"

From LWHS

Dated February 8, 2016


Exhibit # 15 - B

Lake Worth Community High School  
1701 Lake Worth Road  
Lake Worth, FL 33460  
(561) 533-6363

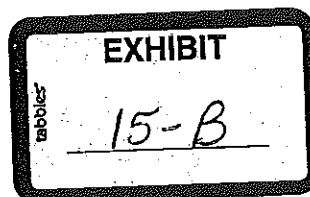
February 8, 2016

I regret to inform you that after speaking with Mr. Malone we have concluded that we cannot offer you a space in the Flea Market. Mr. and Mrs. Malone feel uncomfortable in your presence and that your actions may negatively affect the other vendors.

Sincerely,



Vincent Taormina  
Assistant Principal-Adult and Community Education



Case # 16-467

# PBSD Special Event Risk Planning Guide

Exhibit # 17





## *Special Event Risk Planning Guide:*

For Events, Leasing, School Activities and Field Trips

Prepared by: Risk & Benefits Management  
The School District of Palm Beach



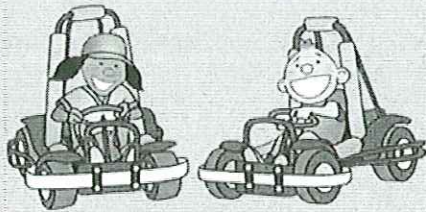


Forms Referenced: PBSD 2496 - Hold Harmless Agreement  
PBSD 2498 - Risk Planning Tool  
PBSD 2448 - Participants Waiver Under 18  
PBSD 2449 - Participants Waiver Over 18  
PBSD 1420 - Consultant Agreement



Updated: 8/12/2016

Printed: 09/29/2016  
From DISTRICT WEBSITE

|            |  |  |
|------------|--|--|
| <p>14)</p> | <p><b>Filming/Making Videos on School Board Property</b></p>  <p>Contact the Communications Dept. 561-434-8227 or PX 4-8227</p>   | <p>1) Requests to film on School Board property are either routine or non-routine.<br/> 2) Examples of routine requests include use of School Board property while not in use by students or staff.<br/> 3) Non-routine requests are more complex and may involve filming during the school day and may include students as well as staff.</p> <p>Policy 2.54 should be consulted. Non-routine requests are required to go through an internal committee and require a minimum of six weeks to process. In addition, a custom lease is required.</p>   |
| <p>15)</p> | <p><b>Food Trucks</b></p> <p><b>Snack Food Concession – Hired</b></p> <p>If needed: Contact Risk Management for most recent “cleared” food truck list this is <u>NOT AN APPROVED</u> list.</p>  | <p>1) Obtain a Certificate of Insurance and an endorsement naming the School Board of Palm Beach County as Additional Insured on the policy. The vendor/service provider must also sign a Hold Harmless Agreement, PBSB 2496 (Appendix C). The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider. Advise the vendor to give a copy of the Hold Harmless Agreement to their insurance broker.<br/> 2) Risk Planning Tool, PBSB 2498 (Appendix A) needs to be completed.<br/> 3) <u>This activity should not conflict with School Food Service (Policies 6.185 and 6.27) and it should comply with all Department of Health requirements.</u><br/> 4) <b>Refer to Extra Curricular Food Vendor Requirements (Appendix H).</b><br/> 5) <u>Must meet minimum auto insurance requirements (Appendix G).</u></p> |
| <p>16)</p> | <p><b>Go-Carts</b></p>    | <p>1) Follow field trip request procedures and obtain a Certificate of Insurance and an endorsement naming the School Board of Palm Beach County as Additional Insured on the policy.<br/> 2) <u>Participants need to sign PBSB 2448 or 2449 (Appendix J).</u><br/> 3) Schools cannot sign a release if requested, contact the legal department for review.</p>  |

## Appendix H

### EXTRA CURRICULAR FOOD VENDOR REQUIREMENTS

If you plan to use the service of a mobile food vendor at school functions such as football games or fairs, there are specific requirements that must be followed.

If the Vendor sells food only on School property for events such as football games and does not sell food commercially to the general public outside of School events, then the vendor must provide the school with copies of the following documents prior to the event:

- A license from the Florida Department of Health, Florida Department of Agriculture or the United States Department of Agriculture;
- A current Local Business Tax Receipt issued in Palm Beach County;
- Appropriate insurance and the completion of the District's Hold Harmless Agreement for Vendors & Service Providers for events held on District property

If the Vendor DOES sell food to the general public outside of school events, then in addition to the requirements listed above, the vendor must also be licensed by the Department of Business and Professional Regulation (DBPR). If you or the vendor have specific questions about this requirement, please contact the DBPR at 850-487-1395 or review the policies for public food service establishments at [www.myfloridalicense.com](http://www.myfloridalicense.com)

#### Cooking Outside (BBQ)

Provide a barrier around the cooking equipment to prevent accidental contact and/or tipping over. Store charcoal, lighter fluid and propane in a flammable storage cabinet or inside of a non-combustible building. Do not store materials inside of a wooden frame concession building. Inspect condition of propane gas tank, grill, valve and supply hose.

If your school is operating its own concession stand you are not required to have an FDOH Sanitation Certificate (food hygiene permit) if serving only pre-packaged, catered meals which have been prepared in an approved food establishment and where no storage, re-heating, refrigeration, or re-service of the food takes place on site. If, however, the school's concession stand does serve food that is prepared at the concession stand or purchased from/prepared at a different location and further prepared (heated, plated, repackaged, etc.) at the concession stand, then a Florida Department of Health Sanitation Certificate is required.

## Appendix H (continued)

### Food Trucks Requirements

#### Info List

1. License from the Florida DBPR and accompanying current health inspection for mobile kitchen. Please see <http://www.myfloridalicense.com/dbpr/hr/Servicesthatrequirelicense-PublicFoodService.html> for who needs a license or not.
2. Current Local Business Tax Receipt in Palm Beach County.
3. Signed Hold Harmless Agreement (PBSD 2496) for vendors & service.
4. Appropriate Insurance- General Liability Policy naming the School Board of Palm Beach County as additional insured.
5. Appropriate Insurance- Auto Policy naming the School Board of Palm Beach County as additional insured.
6. Meet Jessica Lunsford Requirements for badging.
7. Fire Inspection certificate (if required) for trucks with fire suppression systems. MFDVs (Mobile Food Dispensing Vehicles) are required to install a portable fire extinguisher on each vehicle equipped with heat producing appliances. The local fire safety authority may require the MFDV to have an automatic fire suppression system installed over cooking equipment if grease laden vapors are produced. [http://www.myfloridalicense.com/dbpr/hr/licensing/GT\\_MDFV.html](http://www.myfloridalicense.com/dbpr/hr/licensing/GT_MDFV.html)

#### Suggested Messaging to Food Truck Vendors

1. All participants must hold a current, active mobile food vendor license must not be the subject of any pending disciplinary activity.
2. All participants' trucks may be subject to a full inspection.
3. Each vendor will be responsible for providing a trash can and a power source to his or her vehicle, (e.g., generator). Electrical outlets may not be available for this event.
4. Each participant's vehicle or unit must stay in its assigned spot for the duration of the event.
5. Alcohol will not be sold, served or consumed at this event.
6. Spaces are available on a first come, first serve basis.

#### Explanation:

The risk management concerns are property damage done to the school with a commercial vehicle as well as if someone gets food borne illness from one of the trucks. We also want to prevent someone from being injured by the vendor's equipment or personal. Our role is to protect our students, staff and visitors. This will transfer the risk to the food vendor; therefore, we need them to be insured. The School District of Palm Beach County's we can accept a minimum \$500,000 in automobile liability coverage. We also need commercial general liability, and if they have employees, we need their workers' compensation coverage.

#### Reminders:

1. Obtain a Certificate of Insurance and an endorsement naming the School Board of Palm Beach County as Additional Insured on the policy. The vendor/service provider must also sign a Hold Harmless Agreement PBSD 2496 (Appendix C). The Hold Harmless Agreement spells out the insurance requirements for the vendor/service provider. Advise the vendor to give a copy of the hold harmless agreement to their insurance broker.
3. This activity should not conflict with School Food Service (Policies 6.185 and 6.27) and it should comply with all Department of Health guidelines.

#### INSURANCE REQUIREMENTS from the Hold Harmless Agreement:

Workers' Compensation Insurance required if you have employees engaged in the performance or work under this agreement.

1. Commercial General Liability required \$1,000,000/\$2million. This policy shall cover all risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and include Bodily Injury, Property Damage, Personal Injury. The Palm Beach County School Board shall be endorsed as an additional insured to the policy and a copy of the certificate shall be submitted with the lease or contract.
2. Automobile Liability Insurance required only if you are providing transportation (e.g. limousine or bus service) or bringing automobiles onto District property at the event. \$500,000 limit is required. For example food trucks, commercial trucks etc.

Case # 16-467

Exhibit # 18

EMAIL CORRESPONDENCE

A.P. VINCENT TAORMINA

MAXIME DUCOSTE (CITY OF LAKE WORTH)



Angelette Green <angelette.green@palmbeachschools.org>

### Lake Worth Flea Market

2 messages

**Angelette Green** <angelette.green@palmbeachschools.org>  
To: Vincent Taormina <vincent.taormina@palmbeachschools.org>  
Cc: George Lockhart <george.lockhart@palmbeachschools.org>

Fri, Sep 30, 2016 at 11:25 AM

Good morning Mr. Taormina

In an attempt to conclude the investigation into Lake Worth School Flea Market-- I am going to need additional information.

Can you advise if Lake Worth High School as the "Operator" of the Flea Market has a business license for the number of vendors working the Flea Market or does each Vendor have their own individual license?

Thanks

--  
*Angelette Green, MPA, PHR*  
Director of Investigations  
Office of Inspector General  
3138 Forest Hill Blvd., Suite C-306  
West Palm Beach, FL 33406  
561-434-8183

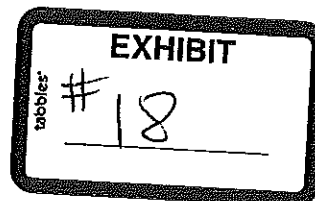
**Vincent Taormina** <vincent.taormina@palmbeachschools.org>  
To: Angelette Green <angelette.green@palmbeachschools.org>  
Cc: George Lockhart <george.lockhart@palmbeachschools.org>

Thu, Oct 6, 2016 at 9:56 AM

Hi,  
  
Please read below. On Monday, weather permitting, I will contact Legal/Risk Management to see if they can assist further.

Be safe,

Vince



----- Forwarded message -----  
From: **Mona Francois** <mona.francois@palmbeachschools.org>  
Date: Friday, September 30, 2016  
Subject: Lake Worth Flea Market  
To: Vincent Taormina <vincent.taormina@palmbeachschools.org>

Mr. T.  
I did not know the answer but I contacted Mr. Milone, he said that he is not sure if the school has a business licence, and that the vendors do not have to have one because it is the school fundraiser. I hope that will help.  
Enjoy your long weekend!!

On Fri, Sep 30, 2016 at 12:33 PM, Vincent Taormina <vincent.taormina@palmbeachschools.org> wrote:  
Can you help me with this question?



*"Focus On The Target"*

*Vincent A. Taormina, M.Ed.*

Assistant Principal – Science Department and Adult & Community Education

Lake Worth Community High School

1701 Lake Worth Rd.

Lake Worth, FL 33460

561-533-6363

Px 26322



**"Focus On The Target"**

[Quoted text hidden]

Mona Francois

Treasurer II @ Lake Worth High

Tel- (561) 533-6415 PX: 26415

Fax- (561) 533-6324 PX: 26324

mona.francois@palmbeachschools.org

**"FOCUS ON THE TARGET"**



**There is never a good reason to sacrifice your integrity!**

**-David Cottrell**

--

*Vincent A. Taormina, M.Ed.*

Assistant Principal -- Science Department and Adult & Community Education

Lake Worth Community High School

1701 Lake Worth Rd.

Lake Worth, FL 33460

561-533-6363

Px 26322



Case # 16-467

Exhibit # 19

LAKE WORTH FLEA MARKET LIABILITY  
INSURANCE

Insurance Policy  
2015 - 2016



AmWINS Access Insurance Services, LLC  
7108 Fairway Drive  
Suite 200  
Palm Beach Gardens, FL 33418

T 561.666.0487  
F 877.570.9323

amwins.com

FL License #134279678

Sep - 2015

Sep - 2016

**POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY**

Attached to and forming part of Policy Number: AGL001773901

Named Insured: LAKE WORTH COMMUNITY HIGH SCHOOL  
Policy Number: AGL001773901  
Coverage: General Liability  
Agency: Brown & Brown Public Risk Insurance Agency  
Carrier: Arch Specialty Insurance Company  
Policy Period: 09/27/2015 - 09/27/2016

|                      |                   |
|----------------------|-------------------|
| Policy Premium:      | \$8,505.00        |
| Fees:                | \$185.00          |
| Surplus Lines Taxes: | \$449.71          |
| <b>Total:</b>        | <b>\$9,139.71</b> |

**IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS TAXES AND FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES OWED MUST BE PROMPTLY REMITTED TO AMWINS.**

**FEES:**

| Fee                   | Taxable | Amount          |
|-----------------------|---------|-----------------|
| Florida               |         |                 |
| AmWINS Inspection Fee | Yes     | \$150.00        |
| AmWINS Service Fee    | Yes     | \$35.00         |
| <b>Total</b>          |         | <b>\$185.00</b> |
| <b>Total Fees</b>     |         | <b>\$185.00</b> |

**SURPLUS LINES TAX CALCULATION:**

| Description                               | Taxable Premium | Taxable Fee | Tax Basis  | Rate  | Tax             |
|---|-----------------|-------------|------------|-------|-----------------|
| Florida                                   |                 |             |            |       |                 |
| Surplus Lines Tax                         | \$8,505.00      | \$185.00    | \$8,690.00 | 5.00% | \$434.50        |
| Stamping Fee                              | \$8,505.00      | \$185.00    | \$8,690.00 | 0.18% | \$15.21         |
| <b>Total</b>                              |                 |             |            |       | <b>\$449.71</b> |
| <b>Total Surplus Lines Taxes and Fees</b> |                 |             |            |       | <b>\$449.71</b> |

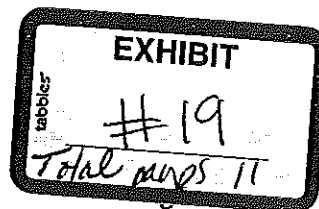


Exhibit #19

10611

**SURPLUS LINES DISCLOSURE**

---

Florida

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Surplus Lines Licensee:

Name: James Anthony Gresham

Address: 7108 Fairway Dr #200


License No.: A104376

Producing Agent:

Name: ROBIN FAIRCLOTH

Address: 220 South Ridgewood Avenue

Daytona Beach, FL 32114

Signature: 



ARCH SPECIALTY INSURANCE COMPANY  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd., Suite 900  
Kansas City, MO 64108

Administrative Address:  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Tel: (800)-817-3252

COMMON POLICY DECLARATIONS

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Number: AGL0017739-01  
Renewal Of: AGL0017739-00

Named Insured: Lake Worth Community High School D/B/A Lake Worth Community High School Flea Market

Mailing Address: 1701 Lake Worth Rd  
Lake Worth, FL 33460

Surplus Line Producer: AMWINS ACCESS INSURANCE SERVICES, LLC - WPB  
Mailing Address: 7108 FAIRWAY DRIVE  
SUITE 200  
PALM BEACH GARDENS, FL 33418

Policy Period: From: 09/27/2015 To: 09/27/2016 at 12:01 A.M., Standard Time at your mailing address shown above.

Business Description: Flea Market

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

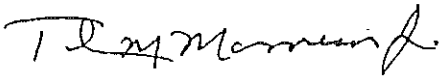
|   | PREMIUM     |
|---|-------------|
| COMMERCIAL GENERAL LIABILITY COVERAGE PART    | \$ 8,100.00 |
| TRIA  | \$ 405.00   |
| FL - Florida Surplus Lines Service Office Fee | \$ 15.21    |
| FL - Inspection Fee                           | \$ 150.00   |
| FL - Policy Fee                               | \$ 35.00    |
| FL - Surplus Line Tax                         | \$ 434.50   |
| TOTAL PAYABLE AT INCEPTION:                   | \$ 9,139.71 |

Exhibit #19

3 of 11

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

SEE ATTACHED FORM 00 ML0012 00-SCHEDULE OF FORMS AND ENDORSEMENTS.

|                                      |   |
|--------------------------------------|---|
| Countersigned:<br>September 8th 2015 | By:<br> |
| (Date)                               | (Authorized Representative)   |

THIS POLICY INCLUDING ALL ENDORSEMENTS ISSUED HEREIN SHALL CONSTITUTE THE CONTRACT BETWEEN THE COMPANY AND THE NAMED INSURED.

Arch Specialty Insurance Company is licensed in the state of Missouri only.

### COMMERCIAL GENERAL LIABILITY DECLARATIONS

|                  |   |
|------------------|---|
| NAMED INSURED:   | Lake Worth Community High School D/B/A Lake Worth Community High School<br>Flea Market  |
| MAILING ADDRESS: | 1701 Lake Worth Rd<br>Lake Worth, FL 33460  |
| POLICY PERIOD:   | FROM 09/27/2015 TO 09/27/2016 AT 12:01 A.M. TIME AT<br>YOUR MAILING ADDRESS SHOWN ABOVE |

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

| LIMITS OF INSURANCE                              |   |
|--|---|
| EACH OCCURRENCE LIMIT                            | \$ 1,000,000                                |
| DAMAGE TO PREMISES<br>RENTED TO YOU LIMIT        | \$ 100,000 Any one premises                 |
| MEDICAL EXPENSE LIMIT                            | \$ 10,000 Any one person                    |
| PERSONAL & ADVERTISING INJURY LIMIT              | \$ 1,000,000 Any one person or organization |
| GENERAL AGGREGATE LIMIT                          | \$ 2,000,000                                |
| PRODUCTS/COMPLETED OPERATIONS<br>AGGREGATE LIMIT | \$ EXCLUDED                                 |

| RETROACTIVE DATE (NONE)  |
|--|
| THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.<br>RETROACTIVE DATE: NONE<br>(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES) |

| DESCRIPTION OF BUSINESS  |
|--|
| FORM OF BUSINESS:<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST<br><input type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)<br><input type="checkbox"/> OTHER<br>BUSINESS DESCRIPTION: Flea Market |

|  |   |
|--|---|
| ALL PREMISES YOU OWN, RENT OR OCCUPY   |   |
| LOCATION NUMBER  | ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY |
| SEE ATTACHED FORM 06 AGL0129 00-SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE. |   |

| CLASSIFICATION AND PREMIUM   |                |  |  |                                    |                                  |                 |               |
|--|----------------|--|--|------------------------------------|----------------------------------|-----------------|---------------|
| LOCATION NUMBER  | CLASSIFICATION | CODE NO.                                     | PREMIUM BASE                           | RATE                               |                                  | ADVANCE PREMIUM |               |
|  |                |  |  | Prem/Ops                           | Prod/Comp Ops                    | Prem/Ops        | Prod/Comp Ops |
| SEE ATTACHED FORM 06 AGL0129 00-SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE. |                |  |  |                                    |                                  |                 |               |
| ADDITIONAL PREMIUM   |                |  |  |                                    |                                  | \$              | 405           |
| TOTAL PREMIUM (SUBJECT TO AUDIT)   |                |  |  |                                    |                                  | \$              | 8,000         |
| PREMIUM SHOWN IS PAYABLE:  |                |  |  |                                    |                                  | \$              | 8,505         |
| AT INCEPTION   |                |  |  |                                    |                                  | \$              |               |
| AT EACH ANNIVERSARY  |                |  |  |                                    |                                  | \$              |               |
| (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)          |                |  |  |                                    |                                  |                 |               |
| AUDIT PERIOD (IF APPLICABLE)   |                | <input checked="" type="checkbox"/> ANNUALLY | <input type="checkbox"/> SEMI-ANNUALLY | <input type="checkbox"/> QUARTERLY | <input type="checkbox"/> MONTHLY |                 |               |

| ENDORSEMENTS   |  |
|--|--|
| ENDORSEMENTS ATTACHED TO THIS POLICY:                              |  |
| SEE ATTACHED FORM 00 ML0012 00-SCHEDULE OF FORMS AND ENDORSEMENTS. |  |

*Exhibit #19*

*608 11*

## SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE

| LOCATION NUMBER | ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY |
|-----------------|---|
| 1               | 1701 Lake Worth Rd, Lake Worth, FL 33460        |
|                 |   |
|                 |   |
|                 |   |
|                 |   |
|                 |   |
|                 |   |

| LOC. NO. | CLASSIFICATION  | CODE NO.          | PREMIUM BASE           | RATE      |               | ADVANCE PREMIUM |               |
|----------|---|-------------------|------------------------|-----------|---------------|-----------------|---------------|
|          |   |                   |                        | Prem/ Ops | Prod/Comp Ops | Prem/ Ops       | Prod/Comp Ops |
| 1        | Department or Discount Stores<br>*<br>ADDITIONAL INSURED - OWNERS<br>OR OTHER INTERESTS FROM<br>WHOM LAND HAS BEEN LEASED | 12356<br>CG 20 24 | \$247,000 (S)<br>1 (F) | \$ 6.435  | EXCLUDED      | \$ 8,000**      | EXCLUDED      |
|          |   |                   |                        | \$ 100.00 |               | \$ 100          |               |

*Exhibit #19*

*7 08 11*





Angelette Green <angelette.green@palmbeachschools.org>

## rwd: Ralph J. Milone Consultant Agreement

1 message

Linda King <linda.king@palmbeachschools.org>

Wed, Oct 12, 2016 at 2:48 PM

To: angelette.green@palmbeachschools.org, Shannon Armstrong <shannon.armstrong@palmbeachschools.org>

Angelette - FYI

Shannon - I don't see the School Board on the policy anywhere. Please check.

Linda

Sent from my iPhone

Begin forwarded message:

**From:** Shannon Armstrong <shannon.armstrong@palmbeachschools.org>

**To:** Linda King <linda.king@palmbeachschools.org>

**Subject:** Fwd: Ralph J. Milone Consultant Agreement

### Shannon Armstrong

Insurance Specialist - Risk Management

Risk and Benefits Management

School District of Palm Beach County

3300 Forest Hill Blvd, Suite A-103

West Palm Beach, FL 33406

Phone: 561.434.8634 PX 48634

Fax: 561.434.8634

Website: <http://www.palmbeachschools.org/riskmgmt/>

Links: <https://www.palmbeachschools.org/riskmgmt/front-page/>

Email: [shannon.armstrong@palmbeachschools.org](mailto:shannon.armstrong@palmbeachschools.org)

#### MISSION STATEMENT

The mission and goals of the Risk and Benefit Management Department are to provide a comprehensive benefits, safety and risk management program that is fiscally responsible and furthers the District's goals of achievement for all.

*"A good rule of thumb is to assume that "everything matters." Richard Thaler*

*"Named must your fear be before banish it you can." YODA*

*"Pride goes before destruction, a haughty spirit before a fall." Proverbs 16:18*

----- Forwarded message -----

From: **Michelle Thissell** <michelle.thissell@palmbeachschools.org>

Date: Mon, May 9, 2016 at 4:39 PM

Subject: Re: Ralph J. Milone Consultant Agreement

To: Kimberly Hall <kimberly.hall@palmbeachschools.org>, Shannon Armstrong <shannon.armstrong@palmbeachschools.org>

Cc: Dotty Fairbanks <dotty.fairbanks@palmbeachschools.org>, Lesline Gregory <lesline.gregory@palmbeachschools.org>

Good afternoon,

I finally got the Insurance via pony. They did not send the CoI, they sent the entire policy.

*Exhibit # 19*

Please let me know if and when you approve. Thanks.

Thank you,

Michelle Thissell  
Purchasing Agent II  
District Purchasing Department

The School District of Palm Beach County  
Phone: 561-434-8306  
michelle.thissell@palmbeachschools.org

**Think Green - don't print this email unless you really need to!**

On Tue, Apr 26, 2016 at 8:20 AM, Michelle Thissell <michelle.thissell@palmbeachschools.org> wrote:  
Good morning Dotty,  
I have just sent off the request.

Thank you,

Michelle Thissell  
Purchasing Agent II  
District Purchasing Department

The School District of Palm Beach County  
Phone: 561-434-8306  
michelle.thissell@palmbeachschools.org

**Think Green - don't print this email unless you really need to!**

On Mon, Apr 25, 2016 at 3:19 PM, Dotty Fairbanks <dotty.fairbanks@palmbeachschools.org> wrote:

----- Forwarded message -----

From: Kimberly Hall <kimberly.hall@palmbeachschools.org>  
Date: Wed, Apr 13, 2016 at 10:25 AM  
Subject: Re: Ralph J. Milone Consultant Agreement  
To: Dotty Fairbanks <dotty.fairbanks@palmbeachschools.org>

No, would you ask Michelle if she can obtain insurance documentation from the Vendor ?

Thanks!!

On Wed, Apr 13, 2016 at 10:15 AM, Dotty Fairbanks <dotty.fairbanks@palmbeachschools.org> wrote:  
Have you heard anything else on this contract?

Thanks,  
Dotty Fairbanks, Legal Administrative Assistant  
Office of General Counsel  
3300 Forest Hill Blvd., Suite C-323  
West Palm Beach, FL 33406  
(561) 434-7471 / Fax (561) 434-8105  
dotty.fairbanks@palmbeachschools.org

----- Forwarded message -----

*Exhibit #19*

From: **Shannon Armstrong** <shannon.armstrong@palmbeachschools.org>  
 Date: Wed, Apr 6, 2016 at 3:25 PM  
 Subject: Re: Ralph J. Milone Consultant Agreement  
 To: Dotty Fairbanks <dotty.fairbanks@palmbeachschools.org>, Linda King <linda.king@palmbeachschools.org>  
 Cc: Kimberly Hall <kimberly.hall@palmbeachschools.org>

My understanding is the Flea Market was supposed to have some insurance purchased to cover these events? Is this happening and I would like a copy.

## Shannon Armstrong

Insurance Specialist - Risk Management  
 Risk and Benefits Management  
 School District of Palm Beach County  
 3300 Forest Hill Blvd, Suite A-103  
 West Palm Beach, FL 33406  
 Phone: 561.434.8634 PX 48634  
 Fax: 561.434.8634  
 Website: <http://www.palmbeachschools.org/riskmgmt/>  
 Email: [shannon.armstrong@palmbeachschools.org](mailto:shannon.armstrong@palmbeachschools.org)

### MISSION STATEMENT

The mission and goals of the Risk and Benefit Management Department are to provide a comprehensive benefits, safety and risk management program that is fiscally responsible and furthers the District's goals of achievement for all.

*"A good rule of thumb is to assume that "everything matters." Richard Thaler*  
*"Named must your fear be before banish it you can." YODA*  
*"Pride goes before destruction, a haughty spirit before a fall." Proverbs 16:18*

On Mon, Apr 4, 2016 at 2:06 PM, Dotty Fairbanks <dotty.fairbanks@palmbeachschools.org> wrote:  
 Shannon,

Attached please find the consultant agreement with Ralph J. Milone for the Lake Worth Community High School Flea Market. Kim Hall asked that you review/approve this agreement especially since there is no insurance provision in the agreement.

Thanks,  
 Dotty Fairbanks, Legal Administrative Assistant  
 Office of General Counsel  
 3300 Forest Hill Blvd., Suite C-323  
 West Palm Beach, FL 33406  
 (561) 434-7471 / Fax (561) 434-8105  
[dotty.fairbanks@palmbeachschools.org](mailto:dotty.fairbanks@palmbeachschools.org)


Kimberly Hall, Senior Attorney  
 Office of General Counsel  
 School District of Palm Beach County  
 3300 Forest Hill Blvd., Ste. C-323  
 West Palm Beach, Florida 33406  
 Phone: 561.649-6811; PX46811

Exhibit # 19

[www.palmbeachschools.org](http://www.palmbeachschools.org)

2 attachments

 **noname.html**  
1K

 **Insurance Policy - Lake Worth HS Flea Market.pdf**  
2987K

*Exhibit # 19*

*11 of 11*

Case # 16-467

Lake Worth Flea Market  
OIG Follow-up Site Visit

Exhibit # 20

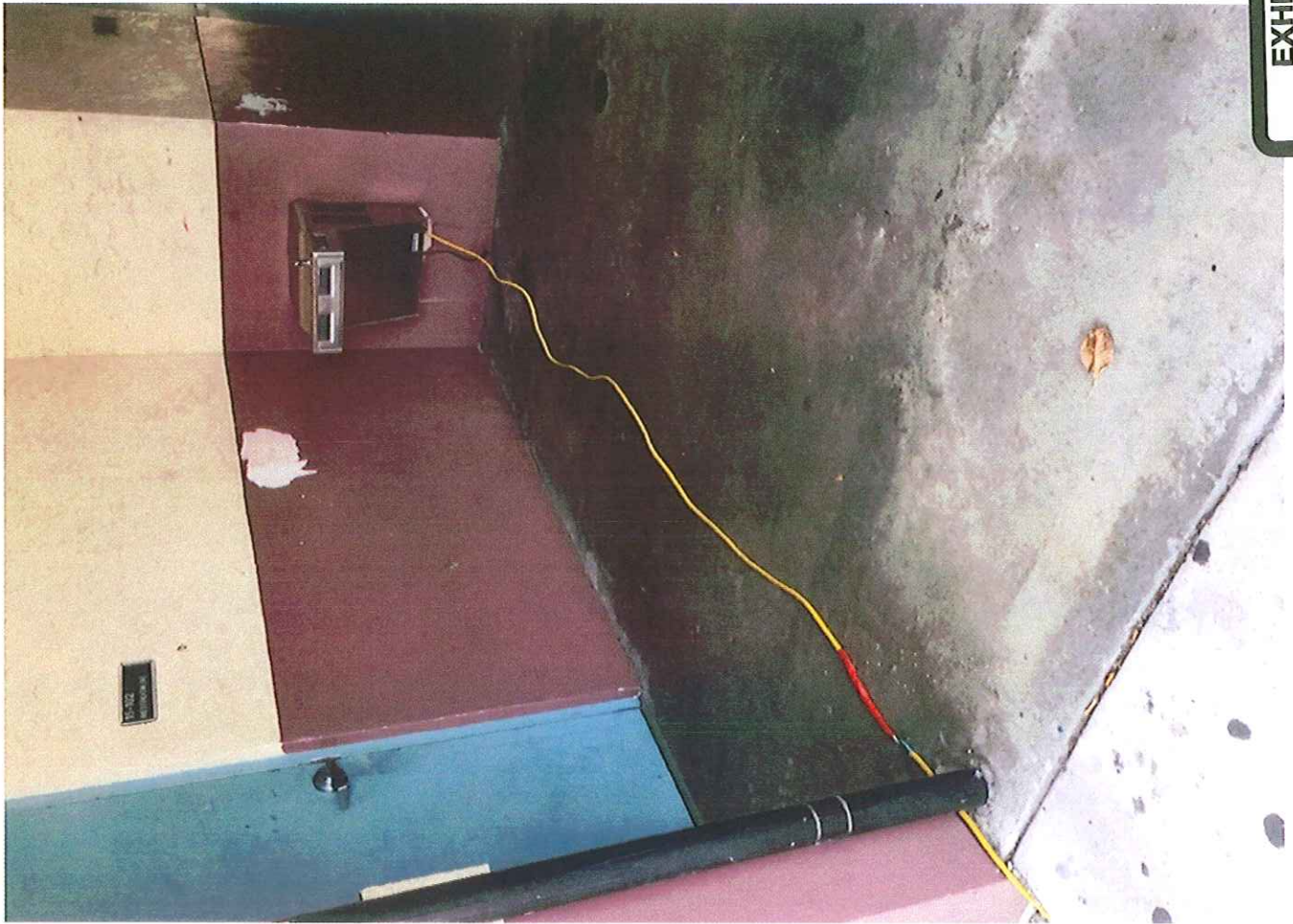


EXHIBIT  
# 20  
tabbles



Case # 16-467

## 20 Day Notice Response

Exhibit # 22

Lake Worth High School Flea Market Policy and  
Operational Manual



# LWCHS FLEA MARKET POLICY AND OPERATION MANUAL

*Lake Worth Community High School Flea Market  
1701 Lake Worth RD  
Lake Worth, FL 33460*

## I. DEFINITIONS OF THE MARKET

### A. MISSION AS A PUBLIC MARKET:

The Lake Worth Flea Market's (LWFM) mission is to be recognized as a public market of retail and food, satisfying its fiduciary obligation to the City of Lake Worth, to the School District of Palm Beach County, and the students of Lake Worth Community High School. To achieve this goal, the LWFM, its administrative personnel and its designees encourages the creation of independent, owner-operated retail day-space businesses that grow the cultural fabric of the city, enhance economic opportunity for the vendors, treat customers with courtesy and respect, offer goods for sale which excite the marketplace and enrich the image of the Flea Market, and expand fresh food vending in the Flea Market with an emphasis on the sale of regional farm produce and locally made food items.

### B. PERSONS WORKING IN THE FLEA MARKET

Flea market Vendor: A Flea Market Vendor is an individual engaged in the sale of new or used goods in the open-air Vendor Spots of the Flea Market, of which goods may either be produced by the Vendor or purchased wholesale for retail sale.

### C. SITE MAP: (See Appendix A)

### D. PUBLIC FLEA MARKET LOCATION:

The term Public Flea Market means the entire open air portion of the Flea Market including, area under I-95, bus loop, and Trojan Way bus loop.

#### E. MARKET VENDOR SPOT RENTAL

All Vendor Spots are rented on a per-day basis, except for Monthly Vendors, and no lease is implied. The daily rental rates for each location vary based on the spot's location and size.

#### F. STALL SELECTION PROCESS

Vending Locations are assigned to Vendors according to Tenure and availability. New Vendors are assigned "New Vendor" spots via a rotational process from a choice of the limited "New Vendor" locations.

#### G. SWAPPING OR SUBLETTING

A Vendor may only rent a Spot directly from LWFM. Subletting is defined as a Vendor renting, swapping, trading space, lending space, or any other method of intra-vendor Spot reassignment without the expressed consent of Flea Market Management. Subletting is a serious violation of the LWFM Policy, it is strictly forbidden and all parties in violation will be subject to immediate and permanent expulsion from the Flea Market.

#### H. MARKET TENURE

Tenure is used to establish a rank amongst Vendors and is used to make determination of Spot assignment. Policy of the Tenure defined in Separate Section of this Manual.

#### I. MERCHANDISE—FLEA MARKET

##### A. MERCHANDISE, GENENRALLY

The LWFM desires to host a public Flea Market of myriad, unique, and exciting merchandise that appeals to a wide variety of shoppers. It is understood that in order to achieve this goal the Market Manager should promote and allow a diverse offering of products with a healthy mix of new and used items, hand crafted and manufactured items and gifts, household items, arts and crafts, and other products as deemed desirable by market shoppers. Merchandise is expected to be of quality construction, pose no safety concerns for the customer, and should have a reasonably sufficient life expectancy. Items which are crafted locally and embody the character, spirit, and artistry of local cultures are strongly encouraged. Mass produced items and items with heavy saturation in tourist-focused retail stores around the city are discouraged.

##### B. VENDORS MERCHANDISE OFFERINGS

The LWFM encourages each Flea Market Vendor to have a general theme associated with their goods offered for sale. Each Vendor will then be allowed any categories within that theme to be available on a year-round basis. The addition of categories allowed will be at Market Manager's discretion

J. PROHIBITED MERCHANDISE

All Flea Market Vendors are provided a list of Prohibited Merchandise and Merchandise Restricted by Law. Flea Market Vendors are expressly forbidden from selling any Prohibited or Restricted Merchandise or providing Prohibited or Restricted services as defined. Vendors in violation of this provision are subject to immediate expulsion from the Market. Lack of knowledge of Prohibited and Restricted Merchandise by the Vendor will not be a defense against expulsion from the Market for trading in those items (See Appendix B).

K. VENDOR TENURE DEFINITION

Tenure is determined as the Vendor's first rental date in the Market. In the case of those arriving on the same date, in order of appearance, on which day the Vendor was physically present to sign in and made a bona fide attempt to vend during the market day.

L. MAINTAINING TENURE

A Flea Market Vendor must be physically present to sign in and make a bona fide attempt to vend and have the Spot attended the entire Market Day a minimum of three days within the previous calendar month to maintain tenure. Any day in which a Vendor's Spot is not attended the entire day (with exception of restroom breaks, etc.) will not count towards Vendor tenure. Any day in which any Vendor is not both physically present to sign in with a bona fide attempt to vend during the market day will not count towards the requirement to maintain Tenure.

M. FINAL RULING ON ARBITRATION

Final ruling on matters concerning the welfare of Vendors on issues concerning LWFM will rest on the current Principal and/or designees.

N. RENTAL PAYMENTS FOR ASSIGNED SPOTS

Payment for spaces must be made in full on a daily basis no later than 3:00 p.m. unless they are a Monthly Payment Vendor. Monthly Vendors must prepay for the coming month, via **Check or Money Order**, made payable to **Lake Worth High School**. Payments can be made, when possible, at the Adult & Community Education office, 6-104. Otherwise, payments should be made to Flea Market Manager via Check or Money Order. A Vendor's failure to pay on time will

result in the loss of assignment for the following week, however a Vendor may elect to use General Leave as a method to cure a failure to pay timely. All funds collected MUST be deposited in the school drop box daily. Access to drop box is granted via school police. Collected funds may not be stored in any location other that stated previously.

O. NEW VENDORS

Each morning any eligible Vendor not having a space assignment for that particular day may sign-in at 5:00 a.m. to indicate their desire to rent a stall for the day. New vendors will be assigned one of the limited available spaces designated for New Vendors. Assignment of "New Vendor" locations will be offered on a rotational basis

P. SPACE SIZE AND COST

Vendor spaces are marked and are not all exactly the same size due to the topography of the campus. Spaces under I-95 are considered Premium Spots and demand a premium price. Currently, spaces under I-95 are \$15/day and \$12/day for other locations, except for monthly tenants.

Q. DISPLAY SET UP

Vendors are strongly encouraged to complete stall set up by 7:30 a.m. and are required to be able to conduct a transaction by 8:00 a.m. Failure to begin setting up by 7:00 a.m. will result in the loss of the use of the space rented for the day without refund or credit.

R. NON-INTERFERENCE/PEACEFUL ENJOYMENT

Display set-up, product marketing, product demonstrations, and all other actions of a Vendor may not interfere with the normal conduct of business at adjoining or nearby stalls. This includes proper display and storage of all merchandise, attempting to sell goods in the aisles rather than in the stall, attempting to sell to customers before they are engaged with a neighboring Vendor, or engaging with a customer while they are in a transaction with a neighboring Vendor.

S. DISPLAY BREAKDOWN

Vendors may not begin removing displays or merchandise earlier than 4:00 p.m., unless prior arrangements have been made with management. Under no circumstance may a Vendor's early breakdown of a stall interfere with the peaceful enjoyment of the market or business operation of another Vendor. Other exceptions can and will be made for medical emergency and sudden forces of nature. All of a Vendor's merchandise, equipment, and trash must be removed from

the Market at the end of the day. Any Vendor items remaining on Market property after closing will be removed and discarded. As Market conditions dictate, Management may authorize Vendors to leave their display setups only (no merchandise or other equipment) overnight. If display setups are left in unpaid stalls without prior authorization by Market Management, the Vendor leaving the set up will be charged the cost of stall where the display setup remains

#### T. LOADING AND UNLOADING

Between 5:00 a.m. and 7:00 a.m. on Saturday and Sunday the Property inside the barricades/fence is used for loading and unloading only. Vendors will be allowed a reasonable amount of time to be actively loading or unloading. As soon as vendors are finished actively loading or unloading, they must remove their vehicles to make room for other vendors. Vendors are expected to fully unload their vehicle prior to setting up their Space and may not simultaneously set up a Market Space while unloading. Likewise, Vendors must have packed all merchandise and be ready to actively load prior to bringing a vehicle into the area. Vendors who bring a vehicle onto Market property without being ready to load or unload or those who exceed the time allowed to load and unload will receive a written violation of market policy. Finally, a Vendor's loading in or set-up may not interfere with the daily space selection process.

#### U. INTRA-MARKET MOVEMENT

A Flea Market Vendor may relocate their market stall to any Flea Market space vacated by another Flea Market Vendor once the exiting Vendor has vacated their space. This move may be made on the condition that the move does not interfere with other market Vendors. All moves will be made on a first-come/first-served basis and tenure will have no determination on a Vendor's ability to relocate into another space. The relocating Vendor will not be charged any additional rent by the Flea Market Management for such a move, however if the relocating Vendor is determined to have offered financial compensation or other incentive to the vacating Vendor for the opportunity to relocate, or vice-versa, such a transaction will be viewed as a violation of market policy against subletting.

#### V. ELECTRICITY POLICY

The Flea Market **DOES NOT** provide temporary or permanent, hard-wired power source to any Vendor and Vendors are prohibited from the use of the market's "house panel" electrical service other than stated in this section. Also, no Vendor may modify or tamper with Market's electrical wiring or boxes or enter the electrical room under any circumstance

W. RECORDED MUSIC, VIDEO AND ACOUSTIC MUSICAL INSTRUMENTS

Flea Market Vendors selling music, video, or acoustical musical instruments may not allow their music to be audible above 75dBA at a distance 25 feet from the music's origin and may not be louder than a standard conversational level in adjoining stalls. Music may only be played while a Vendor is attempting to sell the music or musical instruments. The playing of music must cease whenever the Vendor leaves the stall.

X. PROHIBITED BEHAVIOR AND DISCIPLINE

Certain acts and violations are not acceptable in the Flea Market and are defined in the sections below. All Vendors are responsible for the actions of their employees and in the event an employee is guilty of any of the following actions, the Vendor will be disciplined.

A. OFFENSES RESULTING IN IMMEDIATE EXPULSION:

Any Vendor committing or engaging in any physical assault, armed or unarmed, with any individuals, including but not limited to Market customers, other Vendors, Market staff, Market Management, any on duty Police Department officers, and any other security personnel hired by the Market will face immediate and permanent expulsion from the Market. Vendors convicted of violent crime, distribution of illegal drugs, or crimes against nature as a result of activity in the market will face immediate expulsion from the Market. Any Vendor arrested under suspicion of a criminal offense on market property will be subject to immediate suspension pending the outcome of criminal charges.

B. OFFENSES SUBJECT TO OTHER DISCIPLINE:

Any Vendor who commits the following infractions will be given a written reprimand and, based upon the severity of the offense, may be subject to a suspension of up to eight calendar days and/or a loss of stall assignment, or an expulsion from the Market.

1. Use of vulgar, offensive, or abusive language to customers, other Vendors, or market staff. Threats of physical harm to any person will automatically result in suspension.
2. Intentionally destructing, defacing, or damaging the property of customers, other Vendors, or market staff.
3. Sale of prohibited or non-permitted merchandise.
4. Failing to abide by display and electricity regulations.
5. Bringing animals in the market, except for service animals trained to provide assistance to an individual with a disability.
6. Responsibility for minor children: all Vendors are responsible at all times for their minor children and the actions of their minor children, including violations of the market's policies and procedure.

7. Processing, producing, or packaging toxic materials, displaying, offering for sale or bringing into the market for any reason, any materials labeled as toxic, producing any waste product from the processing or packaging of a product which is not labeled as toxic but which causes or could cause an environmental problem such as dust, shavings, hair, or similar potential airborne contaminants. Vendors are also strictly prohibited from tanning or processing leather.

8. Playing music: unless selling recorded music and/or acoustical musical instruments, Vendors are prohibited from playing music unless it is through headphones for personal listening.

9. Excessive Written Reprimands: Vendors receiving three or more written reprimands for offenses outside of the items in this section are subject to further discipline.

C. COMPLAINTS AGAINST OTHER VENDORS Any Vendor with complaints regarding the actions of customers, other Vendors, Market personnel, the operation of the Market, including any disagreement with Market policy, is encouraged to submit a written complaint to the Market Management. Written complaints involving another Vendor must include either the Vendor's name, number, or stall/date of the offending Vendor. Vendors who use English as a second language and have difficulty with the written language may alternatively elect to voice their complaint in person and the Market Manager will memorialize the complaint in writing on behalf of the vendor. The Market Manager and/or Executive Director will reply in writing within seven business days of Vendor's original written complaint. Market Management will not be obligated to formally respond to complaints deemed invalid or those complaints not put in writing except as allowed above. In the event that a Vendor believes a crime has been committed the Vendor should contact the Palm Beach District Police at (561) 434-8700 or Flea Market Management. For emergencies, dial 911.

## Y. APPEALS

### A. PROCESS FOR APPEAL OF MANAGEMENT DECISION

If a Vendor wishes to appeal any decision or action taken by Market Management the following appeal procedure must be followed. This process is applicable to any and all appeals of discipline, loss of tenure, rejection of application, or any Lake Worth Flea Market Policy and Operation or other action resulting in determination against a person's ability to participate in the market:

1. Written Request for Review: The person must submit a signed, written request for review to the Market Manager. The Market Manager will immediately forward all written appeals to the Principal and/or designee.

2. Administration's determination within five business days upon receipt of the appeal, the Principal or designee will review all materials provided by the person at which point they will approve, disapprove, or modify the original decision.

3. The decision by Administration is the final and binding decision on the matter.

4. Exception: The above process will not be in effect when there is a violation of the terms of this manual. In such an event the Vendor will be immediately expelled from the market without recourse of appeal.

## Z. DEMISE OF VENDOR

### A. NON TRANSFERABLE ASSIGNMENT

The right to rent in the Flea Market is non-transferable, non-assignable, and non-inheritable. Upon the demise of a Vendor, any tenure and stall assignment held by that Vendor automatically expires except as allowed in part (B) of this section.

### B. TEMPORARY CONTINUATION

Immediate family, dependents, or business associates may request the right to take the deceased Vendor's place, including preservation of tenure and stall assignments, on a temporary basis not to exceed thirty days in order to liquidate merchandise held by the demised Vendor. Notice of such intent must be made in writing within thirty days of the Vendor's demise to the Market Management and needs to include nature of the relationship, proof of possession of merchandise, and any other information necessary to support the request. Approval will be determined by Market Management on a case-by-case basis and will indicate when the thirty day liquidation period will begin. Anyone temporarily taking the place of a deceased Vendor must obtain an occupational license and sales tax registration in their own name prior to their first day in the Market. Any individual granted the right to take the place of a deceased Vendor cannot earn tenure in their own name or use this as a requirement to satisfy tenure.

### C. ADVANCE RENTAL PAYMENTS

The rent for any days paid in advance is held pending any family, dependent, or business associate's assertion to take the deceased Vendor's place in the Market. If the right to take the place of deceased Vendor is granted, the rent held is credited towards any Space rent due through the exercise of this right.

## AA. MISCELLANEOUS TERMS AND CONDITIONS

### A. NON-DISCRIMINATION POLICY

The LWFM does not discriminate in the acceptance of Vendor applications because of race, color, creed, disability, religion, sex, sexual orientation, national origin, age, marital status, gender identity or any other protected status. All Vendors conducting business on Lake Worth Community High School property may not discriminate in employment decisions or in public accommodations.



B. COMPLIANCE WITH ALL APPLICABLE LAWS

It is LWFM Policy to ensure that ALL Vendors (especially Food Vendors), at their sole expense, comply fully with all laws, rules and orders of all federal, state and municipal governments and any subdivision thereof. Failure to comply will result in expulsion from the market or other disciplinary actions.

C. REVISION TO POLICIES AND PROCEDURES

The LWFM reserves the right to revise, supplement, or rescind any policy or portion of this manual as it deems appropriate on an annual basis. All such changes will be communicated through official notices and the revised policies will supersede, modify, or eliminate existing policies.

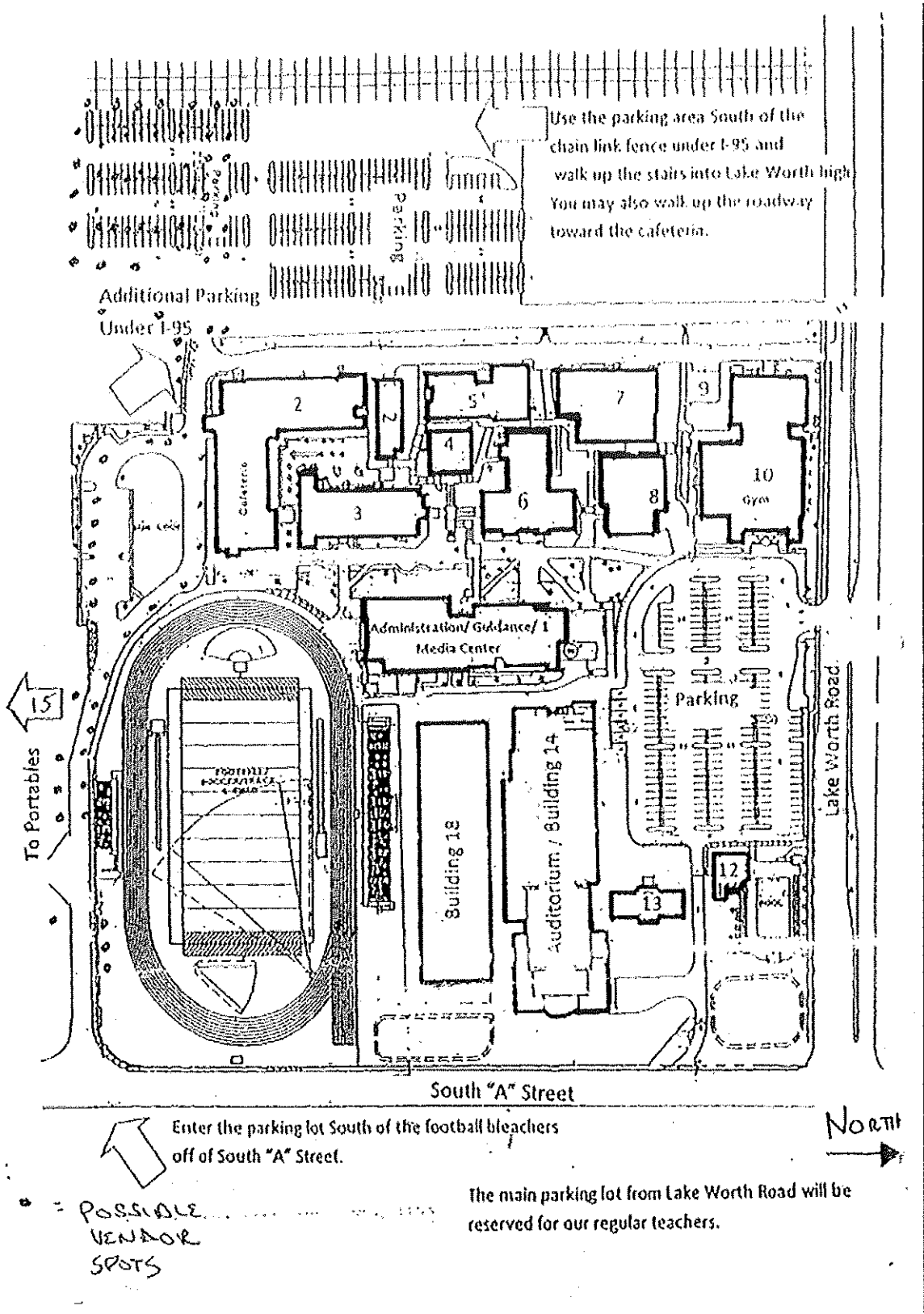
D. COMMUNICATIONS

Many of the functions of the market require a Vendor to communicate with the Market office in writing. All forms of written communication are acceptable, including email, so long as the email is sent from an account owned by the Vendor and it bears the Vendor's name in the body of the email. Vendors who have difficulty communicating in written English have the option of meeting in person with the Market Manager who will transcribe the Vendor's verbal communication.

E. PROCEDURE MODIFICATION

The LWFM reserves the right to make judgment of market policy for events not covered in this policy, for emergencies not considered herein, or other rare and unique circumstances to which the policies in this manual do not apply.

APPENDIX A – Site Map



APPENDIX B

Prohibited Items

Drugs/Drug Paraphernalia

Alcohol/Tobacco

Firearms/Ammunition/Weapons/Explosive

Chemicals/Fertilizer

Live Animals

Pornography/offensive material/Explicit sexual content or nudity

Trademarked/Counterfeit Merchandise

Political, religious or solicitant matter or handbills

Games of chance or skill, raffles, lotteries or auctions

Medical & Healthcare items (i.e. Contact lenses (including disposable lenses))

Recalled items



Angelette Green <angelette.green@palmbeachschools.org>

## LWCHS Flea Market Manual

2 messages

Vincent Taormina <vincent.taormina@palmbeachschools.org>  
To: Angelette Green <angelette.green@palmbeachschools.org>

Mon, Feb 6, 2017 at 5:28 PM

Hi,

Thank you again for your help and your cooperation in putting this long-over-due Operations Manual. This should be the last version, unless you have revisions, before we go to print :)

Be well,

Vince

*Vincent A. Taormina, M.Ed.*  
Assistant Principal – Science Department and Adult & Community Education

Lake Worth Community High School  
1701 Lake Worth Rd.  
Lake Worth, FL 33460  
561-533-6363  
Px 26322



### "Focus On The Target"

 Lake Worth Community High School Flea Market Manual.docx  
335K

Angelette Green <angelette.green@palmbeachschools.org>  
To: Vincent Taormina <vincent.taormina@palmbeachschools.org>

Tue, Feb 7, 2017 at 9:32 AM

Thank you.

[Quoted text hidden]

*Angelette Green, MPA, PHR*  
Director of Investigations  
Office of Inspector General  
3138 Forest Hill Blvd., Suite C-306  
West Palm Beach, FL 33406  
561-434-8183

Case # 16-467

REDACTED  
20 DAY NOTICE  
RESPONSE

To:  
Mr. Lung Chiu  
Office of Inspector  
General,  
3318 Forest Hill Blvd.,  
C-306  
West Palm Bch., FL 33406

Page 1 of 18

Dec. 11, 2016

RECEIVED  
DEC 16 2016

INSPECTOR GENERAL

ATT: MR. LUNG CHIU

Ref: My allegations:  
Whistleblower Retaliation

Dear Mr. Chiu:  
Thank you for your letter of 12-5-2016  
which I received on 12-8-2016.

I could have never yelled at Mr. and  
Mrs. Milone. They were <sup>my</sup> bosses and I  
was not their boss to have possibly  
yelled at them. My financial survival  
was dependent on their sweet will.  
I have only tried to be friendly and  
appealing to them. In this regard I  
gave Mr. Milone a \$75 brand new and  
unused Samsonite briefcase for \$5 since  
I could not give him for free.

On the same day I gifted him a copy of my  
book "The Words of" <sup>by</sup>

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
[facebook.com/](https://www.facebook.com/)

P.S. Don't miss my joke about Sen. Rick Santorum

Page 2 of 18  
Dec. 11, 2016

After a few minutes Mrs. Milone approached me with my book to Autograph my book, and I signed and dated.

A copy of the book is enclosed herewith to let you know what book I gifted him.

You may return the book after your perusal. Mr. Milone has made reference to my webpage and there is nothing wrong I have written. I have sent a letter to all the Senators and the Governors including the Governor of Florida to go through the contents. A response of the Governor of Montana is enclosed herewith. If I had yelled at them, that is the first thing they would have reported to the Administration against me.

That I yelled at them is a sheer lie.

Please request them to make their lying statements under Oath with consequences of perjury in a Deposition initiated by your Office.

65 Reference allegation # 5 as presented in your letter. The Milone(s) and Assistant Principal Vincent Taormina practice questionable rental collection practices. I have no evidence to prove to you that they practice

---

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com/

P.S. Don't miss my joke about Sen. Rick Santorum

Dec. 11, 2016

questionable rental collection practices. It was my suspicion I brought to the attention of the Office of Inspector General and not a fact, since suspicions are welcomed by OIG. Whether the suspicion is true or false it's for the OIG to find out.

Allegation # 4:

Lake Worth High School Assistant Principal colluded with and defended the action of Mr and Mrs. Milone.

Yes, in their action of severely punishing me for whistleblowing all the three persons Mr. Milone, Mrs. Milone and the Assistant

Principal Mr. Vincent Taormina are in violation and equally responsible.

You state as your conclusion of fact-finding investigation that, Based upon the OIG made the decision to not allow the complainant to sell at the Flea Market after conducting his administrative investigation into the issue.

What administrative investigation Mr. Taormina made?

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com/ ~~Also at~~

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And what did Mr. Taormina find  
against me that justified him to concur  
and agree with the managers action of  
Punishing me for whistleblowing?  
Please let me know.

And what did satisfy you if not  
convinced you to brand my accusation  
as Unfounded in the results of your  
Investigations?  
Please let me know.

Allegation #1:

The Complainant was discriminated against and  
banned from the Flea Market on Nov. 28, 2015 as  
a vendor after complaining to Lake Worth High  
school administration about the wrong doing  
and misconduct of the two managers  
Ralph J. Milone and his wife Consuela Milone.

UNSUBSTANTIATED:

Although the complainant showed up at the

---

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facebook.com, ~~also at~~

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Flea Market on Nov. 28, 2015, and was not allowed to sell merchandise, the Complainant was told to go speak with Assistant Principal Taormina by Ralph Milone.

After Assistant Principal Taormina conducted his administrative investigation into the issue, he determined the Complainant would not be allowed to sell at the Flea Market because of the Complainant's reported negative conduct."

What are the administrative investigations Mr. Taormina conducted into the issue?

Please let me know.

---

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facebook.com jsorata

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What negative conduct did  
Mr. Taormina find against  
me that justified him to concur  
and agree with the managers action  
of Punishing me for Whistleblowing  
and that I be not allowed to sell  
at the Flea Market permanently?  
Please let me know.

What steps did Mr. Taormina take  
in his investigation?  
Please define and explain.

---

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facebook.com \_\_\_\_\_ Also, at \_\_\_\_\_

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Dec. 11, 2016

And finally what did satisfy you  
if not convinced you to brand  
my accusation as Unfounded  
as a conclusion and result of  
your fact-finding investigations?

#2: The Complainant was discriminated  
against by Mr. and Mrs. Milone on the  
basis of language, race, religion and  
country of origin.  
UNSUBSTANTIATED

In response to the above I have to say  
the following:  
My allegations as stated in my letter  
of Jan. 26, 2016 Page 3 are - On Sunday

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facebook.com \_\_\_\_\_ Also, at:

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Page 8 of 18  
Dec. 11, 2015

Sept. 20, 2015 Mrs. Consuello Milone put me on a least desirable spot that is on dirt road of the Market and she allotted the No. 108 to a blonde young Spanish female and the spot 114 to a white Spanish dashing young man (an image of a Spanish movie hero) who vends caged animals. She has a special consideration for this man. He arrives with his wares only on Sunday and not on any Saturday. Every Sunday she keeps the spot reserved for him. It is not available to anybody else unless he does not show up.

Is this not favoritism, racism and

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[facebook.com, Alberto4](https://www.facebook.com/Alberto4)

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Page 9 of 18  
Dec. 11, 2016

injustice that when I have arrived  
at 4 AM I should be put on the  
dirt road instead of those 2  
persons who arrived much after  
me at about 6 AM the closing time  
of the entrance. Is this not a

Demonstration of Prejudice and  
favoritism for being of a Race  
and Language other than Spanish  
(Mrs. Milone's race and language)?

To establish the truth of my Allegations  
of their prejudicious conduct on the

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facebook.com

so, at: 1

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basis of race and language, you  
must ask Mr. and Mrs. Milone under  
Oath of perjury - is it true that  
you gave the spot 108 and 114 to  
the said late comers and not to the  
Complainant whom you put on the  
dirt road on Sunday Sept. 20, 2015?  
If you ask other free and independent  
vendors 'Are the Milone(s) practicing  
Favoritism?' you would get from  
them any answer they would please.  
Whether or not Mr. and Mrs. Milone  
have demonstrated a pattern of

---

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com [redacted] Also at:

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Dec. 11, 2016

practicing favoritism to Hispanics, as far as I continuously witnessed and keenly observed for the few weeks I did, I have to say yes, they have demonstrated a pattern of practicing favoritism to Hispanics. The spot No. 108 was continuously allotted to one Hispanic female for two week ends or three. Where as when Mrs. Milone allotted me the spot 108 she repeatedly warned me "For one week end only. For Mr. and Mrs. Milone have carried on this practice of favoritism for as many years as some Hispanic vendors have told you they have been allowed

---

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facebook.cc

also

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[REDACTED]  
[REDACTED]  
[REDACTED] spots  
to remain on the Choice since several  
years, as if Mr. and Mrs. Milone with  
sole ownership and authority granted  
them free and clear title to the piece  
of land those vendors are on and that no  
other vendor can be on it.

The truth of my Allegations can  
best be extracted out of the  
Melone(s) themselves, since  
they are your employees and  
not from other vendors. The  
other vendors can tell you anything  
without responsibility.

---

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com, [REDACTED]

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One method of establishing the  
prejudicious practice of the two  
managers is to collect one  
year's rental payment receipts  
of the Vendors of the subjected  
spots 108, 114 and the 6 other  
spots. If you find on the receipts  
only or mostly the names of  
Hispanics, that is one way of  
establishing evidence of their  
continuous favoritism to only  
Hispanics.

---

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com/ [redacted] also etc [redacted]

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I can try to prove they practiced racism and discrimination by saying to you that if I were a blonde Spanish young female I would be occupying the spot 108 and if the blonde young Spanish female were a non-Spanish 75 year old man she would be occupying the dirt road spot.

In other words the difference between I and she is younger Age, Gender, Language and Race.

---

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facebook.com/

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Dec. 11, 2016

Mr. Taormina denies saying the words of 'ROTATION' by claiming he has no recollection of having said that.

In my letter of Feb. 3, 2016 to Mr. Taormina I have mentioned I appreciate your impartial, fair-minded and judicious verdict. [ His verdict was allotting the most desirable spots on ROTATION basis ].

Copy is attached herewith. Also, in my letter dated Feb. 21, 2016 to Mr. Taormina I mentioned his good judgement in my following words in the letter: Dear friend Taormina: On Feb. 13, 2016 in my meeting with you, you gave me your decision that you will grant the desirable spots 108, 114 and the 6 other on ROTATION basis and that you will call me on phone granting me your permission to vend my merchandise that have been barred to me from vending by Mr. Milone Mrs. Consuello Milone since Nov. 28, 2015. Copy of the letter is attached herewith.

---

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facebook.com,

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Page 16 of 18  
Dec. 11, 2016

In his response he gave me a shocking news of permanently barring me from vending.

Copy of his response dated Feb. 8, 2016 is attached herewith.

After Mrs. Milone arrived at 5 AM, taking an opportunity, I asked Mrs. Milone humbly, 'Can I get spot 108 today?'

She replied 'What makes you think that you should get that spot?'

I quickly answered, 'You say First Come First Served', also indirectly

meaning that, that is the reason why I tell you I came here at 4 AM every time you ask me 'What time you came?'

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facebook.com/

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Page 17 of 18

Dec. 11, 2016

Mr. and Mrs. Milone have informed you the few most desirable spots that I have pointed out to you have been allotted to a few choice people of theirs to be occupied since several years. It might be O.K. for Mr. and Mrs. Milone, but to a person of Justice and Fairness to see the golden spots occupied by the same individuals of their choice week after week and year after year, it is just unfair. I am not an authority to enforce the unwritten universal law of fairness "First Come First Served," but I can tell you to say to Mr. and Mrs. Milone that while allotting the Golden spots to anyone they must tell him or her "Only for this weekend. Only for this weekend," just as Mrs. Milone said to me while allotting the Choice spot to me and that will become a true ROTATION.

Please see my WITTICISMS, HUMOR and JOKES in my profile at:  
facebook.com/ksuata

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[REDACTED]  
[REDACTED]  
[REDACTED] Page 18 of 18  
Dec. 11, 2016

Unquestionably, I have been  
severely punished for whistleblowing  
by the 2 managers Mr. Ralph J. Milone  
and Mrs. Consuello Milone and the  
Assistant Principal Mr. Vincent Taormina.

Thanking you.  
Sincerely,

[REDACTED]  
Please see my WITTICISMS, HUMOR and JOKES in my profile at:

facebook.com [REDACTED]

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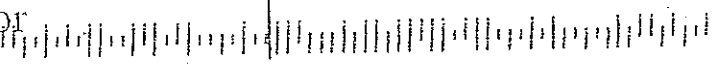
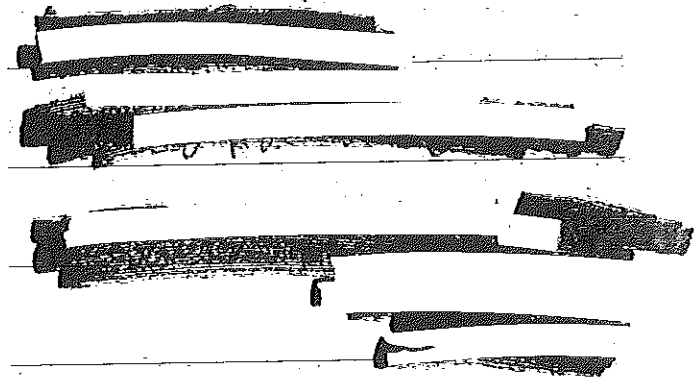
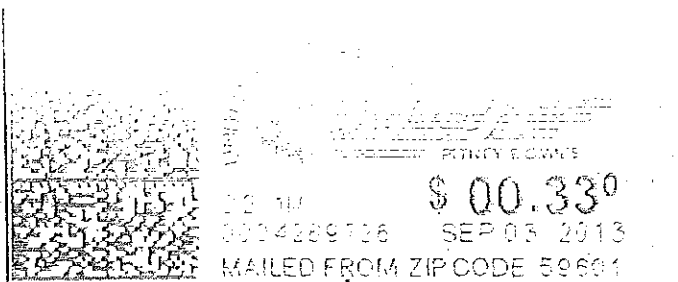
STATE CAPITOL  
P.O. BOX 200801  
HELENA, MONTANA 59620-0801

Thank you for sending your thoughts. I appreciate you taking the time to share your views, and I will certainly keep them in mind as I continue to work hard on behalf of all Montanans.

Sincerely,

STEVE BULLOCK

Governor





THE  
CARTER CENTER



August 9, 1990

Dear \_\_\_\_\_

Thank you for forwarding a copy of The Words of \_\_\_\_\_ to our office. President Carter appreciated receiving the manuscript and found the concept very interesting.

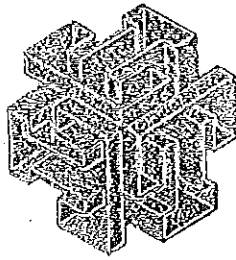
Unfortunately, President Carter is unable to review your book for comment. He receives many such requests each week, and his schedule makes it impossible for him to comply with each one. For this reason, he has found it necessary to refrain from participating in various publication projects.

President Carter appreciates your confidence in his input and asked that I convey to you his best wishes.

Sincerely,

*Christopher Mitchell*  
Christopher Mitchell  
Director of Correspondence

\_\_\_\_\_



February 5, 1991

Dear \_\_\_\_\_

On behalf of Mr. Trump, I would like to thank you for sending him a copy of your book, "The Words of \_\_\_\_\_"

It is obvious by glancing through it that you are a very wise man, and I know that Mr. Trump is looking forward to reading it.

With best wishes,

Sincerely,

Norma I. Foerderer  
Assistant to the President

To:

The Administrator  
(The Principal)  
Lake Worth High School  
1701 Lake Worth Road  
Lake Worth, FL 33460

Feb. 3, 2016

Att: Mr. Vincent Taormina  
(Assistant Principal)

Dear friend:

Further to my conversation of today with you.  
I appreciate your impartial, fair-minded  
and judicious verdict [allocating me space on Rotation basis].  
The following are the spots that are more desirable  
than some other.

1. Spot No. 108
2. Spot No. 114 (the vendor of the caged animals).
3. The spot opposite to the spot 114 - vendor of small candies.
4. The spot to the north of the candies vendor - being used by the waist belts vendor.
5. The spot to the north of the waist belts vendor - being used by a lady who sells clothes with a semi-permanent structure existing on the spot.
6. The spot that is to the north of the lady vendor who sells clothes - being used by a young, tall Haitian vendor selling Perfume and Jewelry.
7. The spot in front of the Haitian vendor - being used by a lady selling Jewelry.

Thanking you.  
Sincerely,

Please see my WITICISMS, HUMOR and JOKES in my profile at:  
[facebook.com/](https://www.facebook.com/)

P.S. Don't miss my joke about Sen. Rick Santorum

To:

The Administrator  
(The Principal)  
Lake Worth High School  
1701 Lake Worth Road  
FL 33460

Page 1 of 2

Att: Mr. Vincent Taormina  
(Assistant Principal)

2-21-2016

Dear friend Taormina:

On Feb. 13, 2016 in my meeting with you, you gave me your decision that you will grant the desirable spots 108, 114 and the 6 other on ROTATION basis and that you will call me on phone granting me your permission to vend my merchandise that has been barred to me from vending by Mr. Milone and Mrs. Consuello Milone since Nov. 28, 2015.

To the date I have not received your phone call granting me your permission to vend.

Please call me as soon as possible and grant me your permission by phone or by letter in my here enclosed self addressed and stamped envelope so I can

OMRAJA.WORDPRESS.COM

Please see my WITICISMS, HUMOR and JOKES in my profile at:

facebook.com/OMRAJA

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Page 2 of 2  
Feb. 21, 2016

show it to Mr. Milone and Mrs. Consuello Milone  
at the entrance of the market.

Thanking you.

Sincerely,

Encls:  
Self addressed and  
stamped envelope.

Please see my WITICISMS, HUMOR and JOKES In my profile at:

facebook.com

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Lake Worth Community High School  
1701 Lake Worth Road  
Lake Worth, FL 33460  
(561) 533-6363

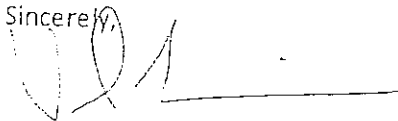
[REDACTED]

February 8, 2016

[REDACTED]

I regret to inform you that after speaking with Mr. Malone we have concluded that we cannot offer you a space in the Flea Market. Mr. and Mrs. Malone feel uncomfortable in your presence and that your actions may negatively affect the other vendors.

Sincerely,



Vincent Taormina  
Assistant Principal-Adult and Community Education