

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2008

Consent

Regular

Department: Parks and Recreation

Ordinance

Public Hearing

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Dawn Gunduz, Belly Dancing, West Jupiter Recreation Center. (ASKI00011008523300A); and
- B) Cindy Martling, Stroller Power, West Jupiter Recreation Center. (MART1087501008523300C); and
- C) PBC Officials Association, Softball, West Boynton Park & Recreation Center. (PALM01681008525200H); and
- D) Cathy Weech, Computer Lab, Therapeutic Recreation Complex. (WEECH11315810085204B); and
- E) Melissa Sackl, Water Aerobics, Therapeutic Recreation Complex. (SACK000110085204B); and
- F) Lauren Brown, Water Exercise, Therapeutic Recreation Complex. (BROW11205810085204D); and
- G) Stacey Lazos, Yoga, Therapeutic Recreation Complex. (LA10082310085204C); and
- H) Modern Bujutsu Karate, Florida, Inc., Martial Arts, West Boynton Park & Recreation Center. (BUJUTSU1176331008525200B); and
- I) Shelly Janssen, Dance Program, West Boynton Park & Recreation Center. (JANS00041008525200K); and
- J) Kim Moser, Classical Fence, West Jupiter Recreation Center. (MO1025831008523300F).

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

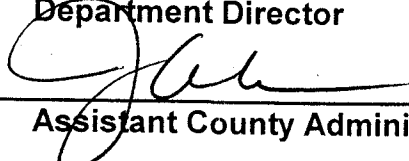
**Background and Justification:** A resolution providing authority to execute Independent Contractor Agreements with recreation instructors and sports officials (Resolution 94-422, amended by Resolutions 02-2103 and 07-0409) was adopted by the Board to streamline the hiring process. The Board granted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

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

**Attachments:** Independent Contractor Agreements (10)

Recommended by:   
Department Director

9/30/08  
Date

Approved by:   
Assistant County Administrator

10/15/08  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>78,154</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(106,140)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>(27,986)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

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

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

	Contractor	Revenue	Expense
A	Dawn Gunduz	\$9,600	\$6,720
B	Cindy Martling	\$2,358	\$1,650
C	PBC Officials Association	\$2,975	\$4,032
D	Cathy Weech		\$3,000
E	Melissa Sackl	\$5,775	\$3,300
F	Lauren Brown	\$4,500	\$4,000
G	Stacey Lazos	\$6,000	\$3,000
H	Modern Bujutsu Karate, Florida, Inc.	\$27,143	\$19,000
I	Shelly Janssen	\$41,429	\$29,000
J	Kim Moser	\$6,360	\$4,452
	<b>Totals</b>	<b>\$106,140</b>	<b>\$78,154</b>

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

OFMB 10/8/08 10/8/08 10/10/08 10/10/08 10/9/08 10/9/08 Contract Development and Control

**B. Legal Sufficiency:**

10/15/08  
 Assistant County Attorney

**This item complies with current County policies.**

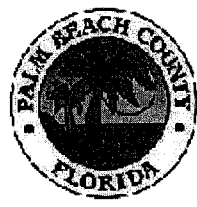
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

Am

Contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001400

DATE : 09/22/2008

**CONTRACT INFORMATION**  
Active

ASKI00011008523300A

Certificate of Insurance

NAME : GUNDUZ, DAWN  
VENDOR CODE: ASKI0001  
INSTRUCTOR: BELLY DANCING  
ACCOUNT NUMBER : 0001-580-5233-00-3422  
LOCATION: WEST JUPITER RECREATION CENTER  
PROGRAM: BELLY DANCING

CONTRACT DATE : 09/19/2008  
START DATE : 10/03/2008  
END DATE : 09/29/2009

CONTRACT AMOUNT : 6,720.00 REVENUE AMOUNT: 6,720.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 6,720.00 AMOUNT LEFT : 6,720.00

ASSIGNED CATEGORIES:

BELLY DANCING 0.70 PCT

RECREATION SERVICES

ACCOUNT: 0001-580-5233-4721

VENDOR CODE: 151K0000

CONTRACT

MC

FS

FSS

CC

CA

DIP

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 19 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Dawn Gunduz, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

- 1. Term: The class, activity or service will begin on October 3, 2008 and will meet thereafter with the termination date of this agreement being September 29, 2009.
2. Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$56.00 per 8 weeks. Revenue Account No. 0001-580- 5233-4721-09
3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Six thousand, seven hundred twenty Dollars (\$ 6,720.00 ). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
b. The CONTRACTOR's fee shall be the sum of \$ \_\_\_\_\_ or 70 % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Recreational Class /Dawn Gunduz
b. Name of class or activity: Belly Dancing
c. Day(s)/Date(s) Scheduled: Fridays, Oct. 3,2008-Sept. 28, 2009
d. Time Scheduled: 10:00 AM - 11:00 AM
e. Location: West Jupiter Recreation Center
f. A minimum of 5 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received 9/14/08

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Rico Adona

PH: 561-747-3455

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Dawn Gunduz

CONTRACTOR'S Address: 916 30<sup>th</sup> Court West Palm Beach Fl 33407

CONTRACTOR'S Phone No. 561-423-5738

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

Alison Schram  
SIGNATURE

Alison Schram  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

[Signature]  
SIGNATURE

Dawn Corduz  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Helgand  
COUNTY ATTORNEY

## **Scope of Services**

### **Belly Dancing at West Jupiter Recreation Center**

Adults will learn to lose weight and stay fit in a fun and exciting form of dance (Belly Dance). Positive factors of these classes include; cardiovascular conditioning, strong bones, weight loss, improved posture, muscle toning and stress reduction. The class will be taught by Dawn Gunduz who is certified in the Serena Technique 2004. Dawn has been a Middle Eastern dance teacher since 2003. The only equipment used will be a CD player.

Classes will be held once a week for one hour. A session is 8 weeks/8 classes.





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Dawn Elizabeth Gunderz Sex F Race W

Date of Birth 01-16-1970 Driver's License No. G532-765-70-516-0

Address 916 30th Court

City West Palm Beach State FL Zip 33407

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

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

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

Print Name: Dawn E Gunderz Date: Aug 13, 2008

Signature: [Handwritten Signature]

**ENTERED**  
9/4/08



**ACORD** TM. **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
08/29/2008

PRODUCER Phone: (800) 395-8075 Fax: (858) 519-0822  
**FITNESS AND WELLNESS**  
 380 STEVENS AVENUE, SUITE 206  
 SOLANA BEACH CA 92075

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

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
**DAWN GUNDUZ**  
 916 30TH COURT  
 WEST PALM BEACH FL 33407

INSURER A: **Philadelphia Indemnity Insurance Company**  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

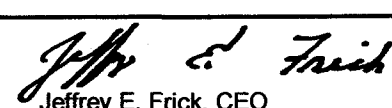
**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK215316	12/27/07	12/27/08	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED. EXP (Any one person)	\$ 2,500
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS-COMP/OP AGG.	\$ 4,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		OTHER:					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 It is understood and agreed that the following entity is added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.  
 Additional Insured Endorsement is Effective: 08/29/08

**CERTIFICATE HOLDER**  
 Palm Beach County Board of Cty Commissioners  
 2700 6th Ave S  
 Lake Worth, FL 33461  
 Attention:

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
  
 Jeffrey E. Frick, CEO

# Dawn Gündüz

**Cert: Pilates Mat Instructor**  
**Belly Dance Performer/Cert. Instructor**  
**Contact info: 561.423.5738 or 561.358.8132 (cell)**  
**dawn@imperialjadebellydance.com**

## **TEACHING EXPERIENCE:**

08/08 – Present	<b>SEAN'S DANCE FACTORY:</b> Bellydance, West Palm Beach
03/08 – Present	<b>LOGGERHEAD FITNESS:</b> Bellydance, Juno Beach
02/08 – Present	<b>XPRESS FITNESS:</b> Bellydance and Pilates, Jupiter
02/07 - Present	<b>HOWARD PARK Rec Ctr:</b> Bellydance, West Palm Beach
10/06 – Present	<b>LIFE SUPPORT WELLNESS:</b> Bellydance, Palm Beach Gardens
02/03 – Present	<b>MK SPORTS, INC:</b> Classical Pilate's Mat w/Props, Boca Raton
12/02 - Present	<b>CASCADE LAKES:</b> Sr. Pilate's Mat w/Props, Boynton Beach
11/07 – 8/08	<b>YMCA of Boca:</b> Beg and Int Bellydance, Boca Raton
11/06 – 7/08	<b>YMCA @901:</b> Classical Pilates Mat w/Props, Delray Beach
07/08	<b>Rock Your Raks Assaya Workshop,</b> Palm Beach Gardens
05/08	<b>Goddess Festival:</b> Tunisian Touches Workshop, Lake Worth
11/07	<b>Goddess Dance Festival:</b> "Mezmerising Sword Play" Workshop
02/07	<b>Goddess Love Festival:</b> "Add Romance" Veil Workshop
08/04 – 06/05	<b>AVALON ESTATES:</b> Sr. Pilates Sculpting, Boynton Beach
07/04 – 06/05	<b>BROKEN SOUND:</b> Pilate's Mat, Boca Raton
04/03 – 06/05	<b>YMCA of Boca Raton:</b> Beg and Int. Belly Dance
10/04	<b>Goddess Haffla II:</b> "Dancing with Zils" Workshop, Deerfield Bch
02/04	<b>Goddess Haffla:</b> "Dancing with Zils" Workshop, Delray Beach
2003 – 2004	<b>Palm Beach County:</b> Pilate's, Belly Dancing, Yoga Stretch
1999	<b>The Art of Dance:</b> East Coast Swing, Orlando and Tampa
1998 - 1999	<b>Libreros Ballroom Studio:</b> East Coast Swing and Latin, Tampa
1997 - 1998	<b>Childcraft:</b> Ballet, Jazz and Modern Pre-School, Tampa, Fl

## **Certifications/Training:**

2007	Pulse Pilates Classical Mat 3 Day Workshop
2004	AFAA Aquatics Workshop
2004	AFAA Pilates Mat Workshop
2004	American Muscle & Fitness, Aerobics Certification
2004	Serena Turkish Style Belly Dance Teacher Certification, NYC
2003	The Pilate's Institute, Beg/Intermediate Pilate's Certification I
2002	American Muscle & Fitness, Pilate's Certification I
2002	Education Direct: Fitness & Nutrition
1996 – 2002	Pilates Mat: Student in Tampa, NYC, and Miami
1994 – 2001	Sivananda Yoga: Student in Tampa and NYC

**DANCE TRAINING:**

- 2008 Jillina Bellydance Intensive 2 Day Workshop, Los Angeles
- 2008 Leila Haddad Tunisian Workshop, Ft. Lauderdale
- 2007 Ansuya, Bellydance Superstar, Techno Touches Master Class, Miami
- 2004 Sema Yildiz, Turkish and Gypsy Rom Private Instruction, Istanbul Turkey
- 2004 Kismet Dancers: Turkish 9/8 Workshop, Miami
- 2004 Raqia Hassan, Egyptian Master Class, NYC
- 2004 Turkish/Arabic Style Belly Dance Teacher Certification – 5 Day workshop, NYC
- 2003 Anahid Sofian Workshop: Turkish Style Veil/Zils, NYC
- 2003 Dalia Carella Workshop: Gypsy Rom, NYC
- 2003 Nourhan Sharif Workshop: Israeli Folk Dance, NYC
- 2002 BellyQueen Workshop: Egyptian Cane, NYC
- 2000 – 2001 Dance New York: Swing, Latin, Ballroom, NYC
- 1999 – 2001 Broadway Dance Center: Ballet, Belly Dance – Amira Mor, NYC
- 1999 – 2001 Serena's Studio: Belly Dance - Serena, Jenna, and Patrima, NYC
- 1994 – 1995 University of South Florida: Ballet and Modern, Tampa
- 1982 – 1999 Firethorn School of Dance: Ballet, Jazz, and Modern, Tampa

**Performance Highlights:**

- 5/04 – Present **Leila Restaurant, WPB, Featured Belly Dancer, Th-Sun**
- 11/07 Christmas on Las Olas, Ft. Lauderdale, FL
- 11/07 Goddess Dance Festival, Boca Raton, FL
- 11/07 Trump Maralago, Palm Beach
- 11/2006 **Orient House, Istanbul, Turkey**
- 2006 FAU International Dance Week, Jupiter
- 2004 Celebrate the Flavor Festival, Delray Beach, FL
- 2003-2004 Mykonos Greek Restaurant, Boca Raton, Featured Belly Dancer, Fri-Sun
- 2001 – 2002 Touch Restaurant, Miami Beach: Belly Dancer, Fri-Sun
- 2000 – 2001 Amira Mor: Belly Dance, NYC, LA, New Jersey, Boston, Atlantic City
- 2000 Camels Turkish Gold Party w/ the B-52s, NYC
- 1999 Sugar Palm Ballroom: Argentine Tango, Tampa
- 1998 Sugar Palm Ballroom: Christmas Swing, Tampa
- 1998 Humane Society Fundraiser: Argentine Tango, Tampa
- 1995 -1998 Baroque Ballet Company, Soloist Tampa

Contact info: 561.423.5738 or 561.358.8132 (cell)  
[dawn@imperialjadebellydance.com](mailto:dawn@imperialjadebellydance.com)



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Dawn Gunduz  
 Name of Recreation Service Provider/Sports Official

592.26 - 0255  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Belly dance

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2003 - Present	Classes in Palm Beach County	

<u>Scope of Work</u>	<u>Contact #</u>
YMCA of Boca, Palm Beach County, City of WPM	
Xpress Fitness, Hogerhead Fitness, Sean's Dance	
Factory, Life Support Dojo Ctr	

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

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

(C) Dates Agency/Company Representative

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Scope of Work Contact #

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
Feb 2004	Serena Technique of Bellydance	NYC - Serena

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

Yes  No

If yes, give name and relationship.

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**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT:

Dawn Elizabeth Gunduz

Please print complete name

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

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

- |       |                  |   |
|-------|------------------|---|
| _____ | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients   |
| _____ | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| _____ | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults   |
| _____ | 741.30           | domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member |
| _____ | 782.04           | murder  |
| _____ | 782.07           | manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child   |
| _____ | 782.071          | vehicular homicide  |
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| _____ | 784.011          | assault, if the victim of offense was a minor   |
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| _____ | 787.01           | kidnapping  |
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| _____ | 790.115(2b)      | possessing an electric weapon or device, destructive device, or other weapon on school property   |
| _____ | 794.011          | sexual battery  |
| _____ | 794.041          | prohibited acts of persons in familial or custodial authority (former)  |
| _____ | Chapter 796      | prostitution  |
| _____ | Section 798.02   | lewd and lascivious behavior  |
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| _____ | Section 806.01   | arson   |
| _____ | Chapter 812      | felony theft and/or robbery   |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony   |
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_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

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

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

INITIAL:

DA

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

Walter David  
Applicant's Signature

Aug 13, 2008  
Date

**OR**

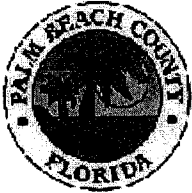
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001398

DATE : 09/22/2008

**CONTRACT INFORMATION**  
Active

MART1087501008523300C

Certificate of Insurance

NAME : MARTLING, CINDY  
VENDOR CODE: MART108750  
INSTRUCTOR: STROLLER POWER  
ACCOUNT NUMBER : 0001-580-5233-00-3422  
LOCATION: WEST JUPITER RECREATION CENTER  
PROGRAM: STROLLER POWER

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CONTRACT DATE : 09/19/2008  
START DATE : 10/02/2008  
END DATE : 09/30/2009

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CONTRACT AMOUNT :	1,650.00	REVENUE AMOUNT:	1,650.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	1,650.00	AMOUNT LEFT :	1,650.00

---

ASSIGNED CATEGORIES:

STROLLER POWER 0.70 PCT

RECREATION SERVICES						
ACCOUNT: 0001-580- 5233 -3422		VENDOR CODE: MART108750		CONTRACT: <u>MART1087501008523300C</u>		
MC: <u>dfc</u>	PS: <u>dfc</u>	FSS: <u>J</u>	CC: <u>DF</u>	CA: <u>O.A.</u>	DD:	

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

This Agreement is made as of the 19 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Cindy Martling, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on October 2, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$5.00 per class. Revenue Account No. 0001-580-5233-4721-09.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One thousand six hundred fifty Dollars (\$1,650.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ \_\_\_\_\_ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Cindy Martling
  - b. Name of class or activity: Stroller Power exercise class
  - c. Day(s)/Date(s) Scheduled: October 2, 2008 – September 29, 2009
  - d. Time Scheduled: Mon.& Thur. 10:20am – 11:20am, Tue., Fri.& Sat. 9:00am – 10:00am
  - e. Location: West Jupiter Recreation Center
  - f. A minimum of 1 and a maximum of 10 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
9/18/08 16

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
  - a. CONTRACTOR agrees to:
    1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
    9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
  - b. COUNTY agrees to:
    1. Maintain the facilities in proper working order.
    2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
    3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

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

Alison Schram PH: 561-747-3455

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Cindy Martling

CONTRACTOR'S Address: 10296 Sandy Run Road, Jupiter, FL 33478

CONTRACTOR'S Phone No. 561-746-0436

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

Jennifer Escobedo  
SIGNATURE

for  
Alison Schram  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

Cindy Martling  
SIGNATURE

Cindy Martling  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Helgent  
COUNTY ATTORNEY

## Scope of Services

### **Cindy Martling - Stroller Power at West Jupiter Recreation Center**

This is a one hour indoor power walking and strength training class for moms and their children (six weeks – four years) using strollers, resistance tubes and weights. Stroller Power features over eighteen different cardio and strength training exercises plus a complete abdominal workout in every class. Moms burn fat and calories, build strength and endurance, and increase flexibility while making new friends.

The class is offered 5 times a week and participants pay \$5/per class.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number



Full Name (print) Cindy Martling Sex F Race W

Date of Birth 1-22-71 Driver's License No. M634-104-71-522-1

Address 10296 Sandy Run Rd.

City Jupiter State FL Zip 33478

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

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

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

Print Name: Cindy Martling Date: 9/2/08

Signature: Cindy Martling



<b>ACORD</b> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/12/2007
PRODUCER Phone: (800) 368-8075 Fax: (800) 819-6822 FITNESS AND WELLNESS 380 STEVENS AVENUE, SUITE 308 SOLANA BEACH CA 92075		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
INSURED CINDY MARTLING C/O STROLLER POWER OF JUPITER, LLC 10296 SANDY RUN ROAD JUPITER FL 33478		INSURERS AFFORDING COVERAGE NAIC #
Agency Lic: 0977944		INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES**

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

LINE	ACORD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK215316	10/30/07	10/30/08	EACH OCCURRENCE \$ 1,000,000	
		DAMAGE TO RENTED PREMISES (EA OCCUR) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.				\$ 100,000 \$ 2,500 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR EXCLUSION If you desire the order SPECIAL PROVISIONS follow				<input type="checkbox"/> PERMIT-TORY/LAIDS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$ \$ \$
		OTHER:					

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

It is understood and agreed that the following entity is added as an additional insured but only as respects the operations of the named insured:

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners 2700 6th Ave South Lakewood FL 33461 Attention:	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Suzanne Baker</i> Suzanne Baker, Account Executive
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**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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APPLICANT:

Cindy Martling  
Please print complete name

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

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

- |       |                  |   |
|-------|------------------|---|
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| _____ | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| _____ | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults   |
| _____ | 741.30           | domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member |
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| _____ | 790.115(2b)      | possessing an electric weapon or device, destructive device, or other weapon on school property   |
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| _____ | 794.041          | prohibited acts of persons in familial or custodial authority (former)  |
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_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____	Chapter 847	obscene literature
_____	Section 847.05(1)	encouraging or recruiting another to join a criminal gang
_____	Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
_____	Section 985.4045	sexual misconduct in juvenile justice programs

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

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

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

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

Cindy Marting
9/3/08

Applicant's Signature
Date

**OR**

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

Applicant's Signature
Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001394

DATE : 09/22/2008

**CONTRACT INFORMATION**  
Active

PALM01681008525200H

Certificate of Insurance

NAME : PBC OFFICIALS ASSN.,  
VENDOR CODE: PALM0168  
INSTRUCTOR: SOFTBALL UMPIRE  
ACCOUNT NUMBER : 0001-580-5252-00-3422  
LOCATION: WEST BOYNTON PARK & RECREATION CENTER  
PROGRAM: SOFTBALL

---

CONTRACT DATE : 09/19/2008  
START DATE : 10/01/2008  
END DATE : 01/02/2009

---

CONTRACT AMOUNT : 4,032.00 REVENUE AMOUNT: 4,032.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 4,032.00 AMOUNT LEFT : 4,032.00

---

ASSIGNED CATEGORIES:

ADULT SOFTBALL UMPIRE 21.00 GAME  
SOFTBALL SCOREKEEPER 5.00 GAME

RECREATION SERVICES					
ACCOUNT: 0001-580-5252-3422		VENDOR CODE: PALM0168		CONTRACT: <u>PALM01681008525200H</u>	
MC: <u>PAK/AN</u>	PS: <u>pac</u>	FSS: <u>✓</u>	CC: <u>✓</u>	CA: <u>CPD</u>	DD:

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

This Agreement is made as of the 19 day of Sept., 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Adult Softball League program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being January 2, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$425.00 per team. Revenue Account No. 0001-580-5252-4721-04 (League fee = \$375.00/team) and Revenue Account No. 0001-580-5252-4729-02 (Light Fee = \$50.00/team)
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Four Thousand Thirty Two Dollars. (\$4,032.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$21.00/game/umpire and \$5.00/game for scorekeeping or \_\_\_\_\_ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Adult Softball League Umpire
  - b. Name of class or activity: Adult Softball League
  - c. Day(s)/Date(s) Scheduled: Wednesday and Thursday, October 1, 2008 – January 1, 2009
  - d. Time Scheduled: 6:00pm – 10:00pm
  - e. Location: West Boynton Park and Recreation Center
  - f. A minimum of 6 teams and a maximum of 8 teams paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each

**received**  
9/15/08

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

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Cameron Krellner PH: (561) 355-1125

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: \_\_\_\_\_

CONTRACTOR'S Address: \_\_\_\_\_

CONTRACTOR'S Phone No. \_\_\_\_\_

*Palm Beach County Officials* 33413  
*1320 Fishers Place Greentrees, FL*  
*561-684-2010*

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Bule  
SIGNATURE

Nancy Bule  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

Cameron Krellner  
SIGNATURE

Cameron Krellner  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

Russell L Black  
SIGNATURE

President Russell Black  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Anne Delgado  
COUNTY ATTORNEY

## **SCOPE OF SERVICE**

### **Russ Black Palm Beach County Officials Association**

Mr. Black/PBCOA will be providing services as a softball umpire for the West Boynton Recreation Center Adult Softball League.

Umpires will be officiating using rules governed by the United States Specialty Sports Association and all supplemental rules related to the West Boynton Adult Softball League.

Games will be played on Wednesdays and Thursdays from October 1, 2008 through January 1, 2009. Game times will range from 6:00 – 10:00pm. A fee for services provided will be \$21.00 per game per umpire.



CERTIFICATE OF INSURANCE		10/03/2007
<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.
<b>INSURED</b> National Association of Sports Officials (NASO) 2017 Lathrop Ave. Racine, WI 53405  PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PL GREENACRES, FL 33413		
		<b>INSURERS AFFORDING COVERAGE</b> INS. A: Philadelphia Indemnity Insurance Company INS. B: St. Paul Fire & Marine Insurance Company INS. C:
		CERT NUMBER: 1000558683

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

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	PHPK260717	09/30/2007 12:01 a.m.	09/30/2008 12:01 a.m.	General Aggregate	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	100,000
					Medical Expense Limit (Any One Person)	None
B	UMB	QK06501432	09/30/2007 12:01 a.m.	09/30/2008 12:01 a.m.	General Aggregate	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Each Occurrence	2,000,000

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

- Other Named Insured: Member local associations that have paid the appropriate premium and have been endorsed to the policy, but only while acting in their capacity as officials' associations including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge and skills. Coverage shall include officers, directors, and committee members of the local associations.
- The Umbrella policy contains a Self Insured Retention of \$10,000.
- The Umbrella Policy Self Insured Retention applies only when Bodily Injury, Property Damage, Personal Injury or Advertising Injury are not covered by either any Scheduled Underlying Insurance or any scheduled retained limit, and caused by any one occurrence.
- Coverage is effective September 30, 2007.
- The certificateholder shall be an additional insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 - Additional Insured - Designated Person or Organization effective September 30, 2007.

**COPY**

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 6TH AVE SOUTH LAKE WORTH, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>David A. Harris</i>

POLICY NUMBER: PHPK260717

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s)**

Palm Beach County Board of County Commissioners,  
a Political Subdivision of the State of Florida, Its Officers,  
Employees and Agents  
2700 5<sup>th</sup> Avenue South  
Lake Wenta, FL 33461


Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**COPY**

**FLORIDA DEPARTMENT OF STATE**  
**DIVISION OF CORPORATIONS**



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[Events](#)
No Name History

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### Detail by Entity Name

#### Florida Non Profit Corporation

PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.

#### Filing Information

Document Number	N32470
FEI Number	██████████
Date Filed	05/24/1989
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/11/1998
Event Effective Date	NONE

#### Principal Address

1320 FISHERS PLACE  
GREENACRES FL 33413 US

Changed 03/06/2008

#### Mailing Address

1320 FISHERS PLACE  
GREENACRES FL 33413 US

Changed 03/06/2008

#### Registered Agent Name & Address

PALM BEACH COUNTY OFFICIALS ASSN, INC.  
1320 FISHERS PLACE  
GREENACRES FL 33413 US

Name Changed: 01/26/2007  
Address Changed: 07/02/2008

#### Officer/Director Detail

**Name & Address**

Title P  
BLACK, RUSS  
1320 FISHERS PLACE  
GREENACRES FL 33413

Title VP  
FRANCIS, JOSEPH  
1934 MONKS COURT  
WEST PALM BEACH FL 33415

Title TD

SOTOLOFF, STEVEN  
10473 LAKE VISTA CIRCLE  
BOCA RATON FL 33498

Title S

GIULIANI, EDWARD  
1109 GREEN PINE BLVD., APT. E-1  
WEST PALM BEACH FL 33409

Title ASRD

GERSHBERG, LESLIE  
5960 BANANA ROAD  
WEST PALM BEACH FL 33413

Title ASRD

GOLDENBERG, LEON  
3038 QUANTUM LAKES DRIVE  
BOYNTON BEACH FL 33426

**Annual Reports**

**Report Year Filed Date**

2006	01/12/2006
2007	01/26/2007
2008	07/02/2008

**Document Images**

- [07/02/2008 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [01/26/2007 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [01/12/2006 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [03/19/2005 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [03/28/2004 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [01/17/2003 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [03/23/2002 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [01/16/2001 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [01/19/2000 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [02/24/1999 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [06/11/1998 -- REINSTATEMENT](#) [View image in PDF format](#)
- [03/19/1996 -- ANNUAL REPORT](#) [View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

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contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001399

DATE : 09/22/2008

**CONTRACT INFORMATION**  
Active

WEECH11315810085204 B

NAME : WEECH, CATHY  
VENDOR CODE: WEECH113158  
INSTRUCTOR: COMPUTER LAB INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION COMPLEX  
PROGRAM: COMPUTER LAB

---

CONTRACT DATE : 09/19/2008  
START DATE : 10/01/2008  
END DATE : 09/30/2009

---

CONTRACT AMOUNT : 3,000.00 REVENUE AMOUNT: 3,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 3,000.00 AMOUNT LEFT : 3,000.00

---

ASSIGNED CATEGORIES:

COMPUTER LAB 50.00 CLASS  
COMPUTER LAB 75.00 CLASS

RECREATION SERVICES					
ACCOUNT: 0001-580- 5204 -3422	VENDOR CODE: VC0000113158		CONTRACT: <u>WEECH 11315810085204B</u>		
MC: <u>[Signature]</u>	PS:	FSS: <u>[Signature]</u>	CC: <u>[Signature]</u>	CA: <u>[Signature]</u>	DD:

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

This Agreement is made as of the 19 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Cathy Weech, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per N/A Revenue Account No N/A.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of three thousand Dollars (\$3,000 ). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ 75 per instructional class & \$50 per open lab \_\_\_\_\_ or \_\_\_\_\_% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Computer/ Cathy Weech
  - b. Name of class or activity: Computer
  - c. Day(s)/Date(s) Scheduled: Monday's - Friday's
  - d. Time Scheduled: varies
  - e. Location: Therapeutic Recreation Complex
  - f. A minimum of 6 and a maximum of 18 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
9/5/08 [Signature]

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

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

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

Jason Wong

PH: (561)966-7083

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Cathy Weech

CONTRACTOR'S Address: 6485 Wetland Drive Lake Worth, FL 33467

CONTRACTOR'S Phone No. (561)649-0870

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

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

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

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

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances



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

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

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

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
\_\_\_\_\_  
SIGNATURE

*Nancy Beale*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Quinn*  
\_\_\_\_\_  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

*[Signature]*  
\_\_\_\_\_  
SIGNATURE

*Jason Wong*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

*Catherine B. Weech, EdS, AT*  
\_\_\_\_\_  
SIGNATURE

*Catherine B. Weech*  
\_\_\_\_\_  
NAME & TITLE (TYPE OR PRINT)  
Assistive Technology Practitioner

APPROVED AS TO FORM AND  
LEGAL S.

*Anne Delgant*  
\_\_\_\_\_  
COUNTY ATTORNEY

**Scope of Services  
Computer Classes  
Cathy Weech**

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

Skills to be taught include, but are not limited to: computer basics, word processing, databases, internet and publishing programs.

Equipment to be used during instruction includes computers, computer software, adaptive devices and digital cameras.



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Catherine B Weech

Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Computer classes

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) Sept. 2007	PB County Parks	Renata Watson
Aug. 1990 - Aug. 2007	Broward County Schools	Elayne Brown

<u>Scope of Work</u>	<u>Contact #</u>
Preparation and delivery of computer classes using adaptive/assistive devices for individuals w/disabilities. Classes included computer basics, word processing, databases, internet, publishing programs, etc.	

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

<u>Scope of Work</u>	<u>Contact #</u>
Same as above	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(C).		

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
Aug. 1994	Ed. Specialist in Ed. Technology	Nova SE Univ
Aug. 1992	Master of Ed. in Spec. Ed.	FAU
Thru 2009	FL Certification in SLD	State of FL
Thru 2010	Assistive Tech. Practitioner	RESNA (Rehab. Engineer Society of No. America)

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

Yes  No

If yes, give name and relationship.

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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Catherine B. Weech Sex F Race W

Date of Birth 2-18-68 Driver's License No. W200-122-68-558-0

Address 6485 Wetland Dr

City Lake Worth State FL Zip 33467

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

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

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

Print Name: Catherine B Weech Date: 9-2-08

Signature: Catherine B Weech



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: Catherine B. Weech  
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

CBW

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

Catherine B Weech  
Applicant's Signature

9-2-08

Date

**OR**

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001395

DATE : 09/22/2008

**CONTRACT INFORMATION**  
Active

SACK000110085204 B

NAME : SACKL, MELISSA  
VENDOR CODE: SACK0001  
INSTRUCTOR: WATER AEROBICS  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION COMPLEX  
PROGRAM: WATER AEROBICS

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CONTRACT DATE : 09/19/2008  
START DATE : 10/01/2008  
END DATE : 09/30/2009

---

CONTRACT AMOUNT : 3,300.00 REVENUE AMOUNT: 3,300.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 3,300.00 AMOUNT LEFT : 3,300.00

---

ASSIGNED CATEGORIES:

WATER AEROBICS 30.00 CLASS



RECREATION SERVICES					
ACCOUNT: 0001-580- 5204 -3422	VENDOR CODE: SACK0001	CONTRACT: <u>SACK000110085204B</u>			
MC: <u>55</u>	PS: <u>[Signature]</u>	FSS: <u>[Signature]</u>	CC: <u>[Signature]</u>	CA: <u>[Signature]</u>	DD:

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

This Agreement is made as of the 19 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Melissa Sackl, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being September 30<sup>th</sup>, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$5.00 per class Revenue Account No. 0001-580-5204-4724-02
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Three Thousand three hundred Dollars (\$3,300.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ 30.00 per class or \_\_\_\_\_ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Water Aerobics/Melissa Sackl
  - b. Name of class or activity: Water Aerobics
  - c. Day(s)/Date(s) Scheduled: Monday - Friday
  - d. Time Scheduled: Varies
  - e. Location: Therapeutic Recreation Gleneagles Country Club Aquatic Center
  - f. A minimum of 6 and a maximum of 15 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
8/28/08

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

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

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

Stacy Staebell

PH: 966-7021

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Melissa D. Sackl

CONTRACTOR'S Address: 3455 Bainbridge Place West Palm Beach, FL 33406

CONTRACTOR'S Phone No. (561) 433-0052 or (561) 578-1725

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

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

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

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

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

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

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

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

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
\_\_\_\_\_  
SIGNATURE

*Nancy Beale*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*G. Lee*  
\_\_\_\_\_  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

*Stacy Staebell*  
\_\_\_\_\_  
SIGNATURE

*Stacy Staebell*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

*Melissa Sack*  
\_\_\_\_\_  
SIGNATURE

*Melissa Sack / Water Aerobics Inst*  
\_\_\_\_\_  
NAME & TITLE (TYPE OR PRINT) For

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

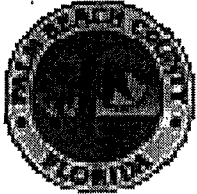
*Anne Delmont*  
\_\_\_\_\_  
COUNTY ATTORNEY

**Scope of Services**  
**Water Aerobics**  
**Melissa Sackl**

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

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

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



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Melissa Sachl  
 Name of Recreation Service Provider/Sports Official

[REDACTED]  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Water Aerobics

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 7/1/08 - Present	PBC Therapeutic Rec	Stacy Staebell

<u>Scope of Work</u>	<u>Contact #</u>
Water Aerobics	966-7021

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 9/2/05 - Present	Lake Worth Gardens	Stephanie

<u>Scope of Work</u>	<u>Contact #</u>
Water Exercise for Seniors	965-7277

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(c) 4/2/05 to Present	Fountainview	Gail Parker

<u>Scope of Work</u>	<u>Contact #</u>
Water Exercise For Seniors Sit and Be Fit	697-5500

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
2008	National Certified Water Fitness Instructor	NHSF. Boynton, F. Beach
2008-2010	Adult, Child, Infant, CPR	National Health & Safety Foundation
1977	B.S. Degree	Rouken Uni. Glassboro, N.J.

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

Yes  No

If yes, give name and relationship.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Melissa Sackl Sex F Race White

Date of Birth 10-25-53 Driver's License No. 5240-544-53-885-0

Address 3455 Bainbridge Place

City West Palm Beach State FL Zip 33406

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

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

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

Print Name: Melissa Sackl Date: 8/15/08

Signature: Melissa Sackl

ENTERED  
5/28/08





**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT:

Melissa D. Sackl

Please print complete name

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

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

- |       |                  |   |
|-------|------------------|---|
| _____ | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients   |
| _____ | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
| _____ | Sections 415.111 | adult abuse, neglect, or exploitation of aged person or disabled adults   |
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Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description

Dates

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

INITIAL:

M.S.

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

Melissa Sackl  
Applicant's Signature

8/15/08  
Date

**OR**

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Anne Helfant**

---

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**Sent:** Friday, September 05, 2008 1:44 PM  
**To:** Anne Helfant  
**Subject:** RE: Independent Contractor Agreement: Insurance

Thanks!

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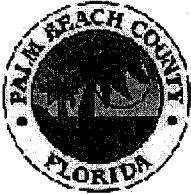
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Annie

contract



Palm Beach County  
Parks and Recreation Dept.

DATE : 09/22/2008

Contract Tracking System 0000001396

**CONTRACT INFORMATION**  
Active

BROW11205810085204 D

NAME : BROWN, LAUREN  
VENDOR CODE: BROW112058  
INSTRUCTOR: WATER EXERCISE INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION COMPLEX  
PROGRAM: WATER EXERCISE

---

CONTRACT DATE : 09/19/2008  
START DATE : 10/01/2008  
END DATE : 09/30/2009

---

CONTRACT AMOUNT : 4,000.00 REVENUE AMOUNT: 4,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 4,000.00 AMOUNT LEFT : 4,000.00

---

ASSIGNED CATEGORIES:

WATER EXERCISE 40.00 CLASS

RECREATION SERVICES					
ACCOUNT: 0001-580-5204-3422	VENDOR CODE: VC0000112058		CONTRACT: <u>BROW11205810085204D</u>		
MC: <u>[Signature]</u>	PS:	FSS: <u>ck [Signature]</u>	CC: <u>[Signature]</u>	CA: <u>[Signature]</u>	DD:

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

This Agreement is made as of the 19 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Lauren Brown, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$5 per class Revenue Account No. 0001-580-5204-4724-02.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of four thousand Dollars (\$4,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ 40.00 per class or \_\_\_\_\_ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Water Exercise/Lauren Brown
  - b. Name of class or activity: Water Exercise
  - c. Day(s)/Date(s) Scheduled: Mondays - Fridays
  - d. Time Scheduled: 10:00am - 11:00am
  - e. Location: Therapeutic Recreation Complex Gleneagles Aquatic Center
  - f. A minimum of 6 and a maximum of 12 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
8/28/08 [Signature]

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Stacy Staebell

PH: (561) 966-7021

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Lauren Brown

CONTRACTOR'S Address: 7909 Venture Center Way # 9108 Boynton Beach, FL 33437

CONTRACTOR'S Phone No. (561) 598-9014

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

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

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

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

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



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

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

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
 \_\_\_\_\_  
 SIGNATURE

*Nancy Beale*  
 \_\_\_\_\_  
 NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

*Stacy Staebell*  
 \_\_\_\_\_  
 SIGNATURE

*Stacy Staebell*  
 \_\_\_\_\_  
 NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Eric Bell*  
 \_\_\_\_\_  
 DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

*Lauren Brown*  
 \_\_\_\_\_  
 SIGNATURE

*Lauren Brown*  
 \_\_\_\_\_  
 NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY.

*Anne DeFronzo*  
 \_\_\_\_\_  
 COUNTY ATTORNEY

**Scope of Services**  
**Water Aerobics**  
**Lauren Brown**

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

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

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



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Lauren Brown  
Name of Recreation Service Provider/Sports Official

[REDACTED]  
FEI/Social Security Number

1. Which service(s) are you interested in providing? Water Exercise

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 6-18-07 - Present	PBCPR	Stacy Staebell

<u>Scope of Work</u>	<u>Contact #</u>
Water Exercise	966-7021

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B). May 2005 - Sept 2005	Beaumont Hospital	Shelly Dividock

<u>Scope of Work</u>	<u>Contact #</u>
Outpatient therapy for TBI in the Pool.	

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
<del>1-06</del> 1-06 - present	CTRS / NCTRC	NCTRC
4-07 - present	BLS	Delray Medical center
2000-2005	Grand Valley State University	Allendale, MI

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

Yes  No

If yes, give name and relationship.

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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Lauren Brown Sex F Race W/Native American

Date of Birth 12-18-80 Driver's License No. B 650-530-80-958-0

Address 7909 Venture Center Way APT 9108

City Boynton Beach State FL Zip 33437

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

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

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

Print Name: Lauren Brown Date: 8-16-08

Signature: Lauren Brown



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: Lauren Brown  
Please print complete name

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

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

- |       |                  |   |
|-------|------------------|---|
| _____ | Sections 393.135 | relating to sexual misconduct with certain developmentally disabled clients   |
| _____ | 394.4593         | relating to sexual misconduct with certain mental Health patients   |
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Description

Dates

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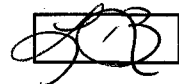
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The above statements are true and complete to the best of my knowledge.

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Lauren Brown  
Applicant's Signature

8-16-08  
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Applicant's Signature

\_\_\_\_\_  
Date

**Anne Helfant**

---

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Thanks!

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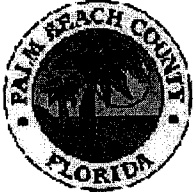
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Annie

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001397

DATE : 09/22/2008

**CONTRACT INFORMATION**  
Active

LA10082310085204 C

Certificate of Insurance

NAME : LAZOS, STACEY  
VENDOR CODE: LA100823  
INSTRUCTOR: YOGA INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5204- -3422  
LOCATION: THERAPEUTIC RECREATION COMPLEX  
PROGRAM: YOGA

---

CONTRACT DATE : 09/19/2008  
START DATE : 10/01/2008  
END DATE : 09/30/2009

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CONTRACT AMOUNT : 3,000.00 REVENUE AMOUNT: 3,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 3,000.00 AMOUNT LEFT : 3,000.00

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ASSIGNED CATEGORIES:

YOGA 30.00 CLASS

RECREATION SERVICES					
ACCOUNT: 0001-580-5204-3422	VENDOR CODE: VC0000100823		CONTRACT: LA10082310085204C		
MC: <i>JS</i>	PS:	FSS: <i>OK PAID</i>	CC: <i>JS</i>	CA: <i>A.R.</i>	DD:

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

This Agreement is made as of the 19 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Stacey Lazos, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$5 per class Revenue Account No. 000158052044721-09.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of three thousand Dollars (\$3,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ 30.00 per class or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Stacey Lazos
  - b. Name of class or activity: Yoga
  - c. Day(s)/Date(s) Scheduled: Monday's - Thursday's
  - d. Time Scheduled: 10:00am - 11:00am
  - e. Location: CMAA Therapeutic Recreation Complex
  - f. A minimum of 6 and a maximum of 18 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
9/2/08

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

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

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

\_\_\_\_\_  
Jason Wong

PH: (561) 966-7083

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Stacey Lazos

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

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

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

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

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

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

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

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

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

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

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

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
\_\_\_\_\_  
SIGNATURE

*Nancy Beale*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Eric Case*  
\_\_\_\_\_  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

*[Signature]*  
\_\_\_\_\_  
SIGNATURE

*Jason Wong*  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

*Stacey Lazos*  
\_\_\_\_\_  
SIGNATURE

*Stacey Lazos*  
\_\_\_\_\_  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*Anne Delgant*  
\_\_\_\_\_  
COUNTY ATTORNEY

## **Scope of Services**

### **Yoga**

**Stacey Lazos**

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

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

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

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
09/04/2008PRODUCER Phone: (800) 395-8075 Fax: (858) 519-0822  
**FITNESS AND WELLNESS**  
380 STEVENS AVENUE, SUITE 206  
SOLANA BEACH CA 92075

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

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: 0377645

INSURED

**STACEY LAZOS**  
3144 CHAPEL HILL BLVD  
BOYNTON BEACH FL 33435INSURER A: **Philadelphia Indemnity Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK284105	08/25/08	08/25/09	EACH OCCURRENCE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				BODILY INJURY (Per accident) \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				PROPERTY DAMAGE (Per accident) \$
		OTHER:				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
						WC STATU-TORY LIMITS OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE-EA EMPLOYEE \$
						E.L. DISEASE-POLICY LIMIT \$


**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**It is understood and agreed that the following entity is added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.  
Additional Insured Endorsement is Effective: 09/04/08**CERTIFICATE HOLDER**Palm Beach Board of County Commissioners  
2700 6th Ave South  
Lakeworth FL 33461

Attention:

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

  
Donald W. Hitchens





**CERTIFICATE OF INSURANCE-PURCHASING GROUP LIABILITY INSURANCE POLICY**

This insurance is provided by:  
**Philadelphia Indemnity Insurance Company**

STACEY LAZOS  
  
3144 CHAPEL HILL BLVD

**ITEM 1. Named Certificate Holder:**  
**ITEM 2. Mailing Address:**

BOYNTON BEACH, FL 33435

**Producer Number:**

**Producer Name/Address:** Fitness and Wellness Insurance 380 Stevens Ave, # 206 Solana Beach, CA 92075

**Master Policy Number:** PHPK284105

**Certificate Number:** 81525

**As consideration of the payment of premium and subject to all terms of the master policy, we agree to provide the insurance as stated in this certificate.**

**Item 3: Purchasing Group Name:** Fitness and Wellness Purchasing Group

**Item 4: Mailing Address:** 380 Stevens Ave, # 206, Solana Beach, CA 92075

**Item 5: Business Description:** Health and Fitness

**Item 6: Location of all Premises you own, rent or occupy:** Various

**Item 7: Policy Period: From: August 25, 2008 To: August 25, 2009**

12:01 A.M. Standard Time at the address shown in Item 2.

**Item 8: Forms and Endorsements:** Forms and Endorsements attached to this certificate - See Schedule of Forms and Endorsements attached to the Master Policy. Copies are available upon request.

**Item 9: Limits of Insurance:** This policy provides for the Limits of Insurance below.

General Aggregate Limit (Other than Products Completed-Operations):	\$	4,000,000
Products-Completed Operations Aggregate Limit:	\$	4,000,000
Personal and Advertising Injury Limit:	\$	2,000,000
Each Occurrence Limit:	\$	2,000,000
Damages to Premises Rented to You Limit (Any One Premises)	\$	100,000
Medical Expense Limit (Any One Person)	\$	2,500
Hired and Nonowned Auto Liability: Applies only if a limit is shown	\$	Not Applicable
Uninsured Motorists Coverage (IL and LA)	\$	Not Applicable
Underinsured Motorists Coverage (IL only)	\$	Not Applicable



**PHILADELPHIA INSURANCE COMPANIES**

PI-APG-002 (01/07)

**Item 10: Coverage and Premium:**

Your policy consists of the following coverage when a premium is indicated. If a premium is not shown, there is no insurance coverage. This premium may be subject to adjustments.

<b>COVERAGE PART(S)</b>	<b>PREMIUM FOR POLICY PERIOD</b>	
Commercial General Liability Coverage	\$	75.00
Hired and Nonowned Auto Liability Coverage	\$	Not Applicable
Stop Gap (OH, ND, WA, WV, WY), if applicable	\$	Not Applicable
State Tax and/or Surcharge	\$	3.80
<b>TOTAL CERTIFICATE PREMIUM including State Tax, Surcharge</b>	<b>\$</b>	

Countersigned

Date: August 28, 2008

**THIS CERTIFICATE OF INSURANCE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND ENDORSEMENT(S) ATTACHED TO THE MASTER POLICY, COMPLETE THE ABOVE NUMBERED POLICY.**

The following notice is provided pursuant to the Texas Insurance Code Article 21.54. The insurer may not be subject to all insurance laws and regulations of this state. The member benefits described are guaranteed through an insurance contract. The Fitness and Wellness Purchasing Group's insurance policy is underwritten by Philadelphia Indemnity Insurance Company and rated A+ X by the A.M. Best Co. in 2006.

**Fitness and Wellness Insurance  
A Member of Philadelphia Insurance Companies**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES**

POLICY CHANGE NUMBER

<b>POLICY NUMBER</b> PHPK284105	<b>POLICY CHANGES EFFECTIVE</b> August 25, 2008	<b>COMPANY</b> Philadelphia Indemnity Insurance Company
<b>NAMED INSURED</b> STACEY LAZOS		<b>AUTHORIZED REPRESENTATIVE</b> Jeffrey E. Frick
<b>CHANGES</b>		
<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY</b>		
<b>EARNED PREMIUM ENDORSEMENT (FULLY EARNED PREMIUM)</b>		
Premium fully earned at inception: \$ <input type="text"/>		
Total Premium: \$ <b>75.00</b>		

BY

*Jeffrey E. Frick*

AUTHORIZED REPRESENTATIVE

CHGEND

### **Fitness and Wellness Insurance**

Thank you for your business. Below is a recap of your policy information and charges.

Named Insured: Stacey Lazos

Client/Certificate Number: 81525

Policy Number: PHPK284105

Effective Date: August 25, 2008

Breakdown of Charges:

*(THIS IS NOT AN INVOICE)*

Premium:	\$	75.00
Purchasing Group	\$	50.00
Total Amount:	\$	128.80
Insurance Access Fee (if applicable)	\$	20.00

\*\* This page is for illustration purposes only; please see your policy and certificate of insurance for exact terms, conditions, limits, coverages and exclusions.



**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Stacey Lazos Sex F Race White

Date of Birth 6/4/65 Driver's License No. L220-792-65-704-0

Address 3144 Chapel Hill Blvd

City Boynton Beach State FL Zip 33435

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

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

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

Print Name: Stacey Lazos Date: 8/25/08

Signature: Stacey Lazos





**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Stacey Latos  
 Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>Aug. 06</u>	<u>Crystal Garden</u>	<u>Margaret Lembo</u>
<u>Jun. 07</u>		

<u>Scope of Work</u>	<u>Contact #</u>
<u>Hatha Yoga</u>	
<u>Prenatal Yoga</u>	

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>Summer 06</u>	<u>Parks &amp; Rec</u>	<u>Stacy Stabel</u>

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

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(c) June '03 present	Center For Creative Ed	Michael Yonette

<u>Scope of Work</u>	<u>Contact #</u>
Art & Yoga Instruction	805-9927

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
March 2003 - Aug. 2003	200hr. Yoga Teacher Training	Prem Yoga WPB

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

Yes  No

If yes, give name and relationship.

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**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT:

*Stacey Lazos*

Please print complete name

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

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

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



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

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

Description

Dates

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

INITIAL:

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

Stacy Lars  
Applicant's Signature

8/25/08

Date

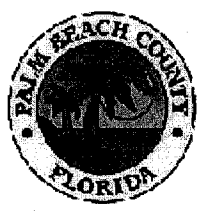
**OR**

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

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001403

DATE : 09/23/2008

**CONTRACT INFORMATION**  
Active

**BUJUTSU1176331008525200B**

Certificate of Insurance

NAME : MODERN BUJUTSU KARATE FLORIDA, INC.,  
VENDOR CODE: BUJUTSU117633  
INSTRUCTOR: MARTIAL ARTS  
ACCOUNT NUMBER : 0001-580-5252-00-3422  
LOCATION: WEST BOYNTON PARK & RECREATION CENTER  
PROGRAM: MARTIAL ARTS

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CONTRACT DATE : 09/15/2008  
START DATE : 10/01/2008  
END DATE : 10/01/2009

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CONTRACT AMOUNT : 19,000.00 REVENUE AMOUNT: 19,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 19,000.00 AMOUNT LEFT : 19,000.00

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**ASSIGNED CATEGORIES:**

MARTIAL ARTS 0.70 Pct

RECREATION SERVICES

A COUNT: 0001-580-5252-3422		VENDOR CODE: BUJUTSU117633		CONTRACT: <u>BUJUTSU1176331008525200B</u>	
MC: <u>AH</u>	PS: <u>gpc</u>	FSS: <u>J</u>	CC: <u>[Signature]</u>	CA: <u>Q.P.</u>	DD: <u>[Signature]</u>

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 15 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Modern Bujutsu Karate Florida, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being October 1, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$75 per participant, additional family members are \$70 Revenue Account No. 0001-580-5252-4721-09.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Nineteen Thousand Dollars (\$19,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ \_\_\_\_\_ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Instructor
  - b. Name of class or activity: Martial Arts
  - c. Day(s)/Date(s) Scheduled: Wednesday and Friday / October 1, 2008 – September 30, 2009
  - d. Time Scheduled: 6:00pm – 9:00pm
  - e. Location: West Boynton Recreation Center
  - f. A minimum of 5 and a maximum of 75 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received  
9/3/08 [Signature]

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

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:  
Cameron Krellner PH: 561.355.1125
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
 Director of Recreation Services  
 Palm Beach County Parks and Recreation Department  
 2700 Sixth Avenue South  
 Lake Worth, FL 33461  
 and if sent to the CONTRACTOR shall be mailed to:  
 CONTRACTOR'S Name: Modern Bujutsu Karate Florida, Inc.  
 CONTRACTOR'S Address: 13551 North Umlerland Circle Wellington, FL 33414  
 CONTRACTOR'S Phone No. 561.795.2804 or 632.2804
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Jim Hennehan  
SIGNATURE

JIM HENNEHAN  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Dennis Eubank  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

Alexis Cardona Modern Budo Judo Karate F.  
SIGNATURE

Alexis Cardona - Modern Budo Judo Karate F.  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
Anne Delgant  
COUNTY ATTORNEY

## **SCOPE OF SERVICE**

### **Modern Bujutsu Karate Florida, Inc.**

Modern Bujutsu Karate Florida, Inc. will be providing Martial Arts instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, Florida.

Instruction will be provided to participants four years of age or older in accordance with the requirements set forth by the Modern Bujutsu Karate organization.

The program will be offered from October 1, 2008 through September 30, 2009. Classes are held on Wednesdays and Fridays from 6:00 to 9:00pm. A fee of \$75.00 per person (\$70.00 per additional family member) will be charged for sixteen-one and one-half hour classes per session. A session consists of eight weeks. There are five-eight week sessions per program year.

Equipment used in this program consists of a kicking bag, bow and sai.

**Evidence of Insurance**

03/31/2008

**PRODUCER**

Grizzly Insurance Agency, LLC  
 PO Box 5530  
 Breckenridge, CO 80424  
 800-207-6603

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

**INSURED**

Modern Bujutsu Karate Florida, Inc.  
 13551 Northumberland Circle  
 Wellington, FL. 33414

**INSURANCE COMPANY  
 AFFORDING COVERAGE**

Capitol Specialty Corporation

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

TYPE OF INSURANCE		Insurance Company	POLICY EFFECTIVE DATE	Term	LIMITS	
X	<b>GENERAL LIABILITY</b>	Capitol Specialty Corporation Policy #CS218051	2/29/08	2/29/09	GENERAL AGGREGATE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS AGGREGATE	\$1,000,000
					PERSONAL & ADV. INJURY	\$1,000,000
	X Athletic Participants Coverage				EACH OCCURRENCE	\$1,000,000
	X Landlords Additional Insured				FIRE DAMAGE (Any One Fire)	\$100,000
	X Includes Property Damage				Deductible	\$0
X	<b>Accident Medical Insurance</b>	Accident Carrier State Specific (Lloyds, American Sentinel/Aegis or QBE)	2/29/08	2/29/09	Total per Accident	\$100,000
	X Students & Staff				Deductible	\$250

**Certificate Holders / Additional Insured's**

Town of Palm Beach  
 340 Seaview Ave.  
 Palm Beach, FL.  
 33480

Township Comm. Assoc.  
 2424 Lyons RD  
 Coconut Creek Fl., Fl.  
 33063

PBC Board of Co. Comissioners  
 6000 Northtree BLVD.  
 Boynton Beach, FL.  
 33463

**Locations**

340 Seaview Ave.  
 Palm Beach  
 FL. 33480

2424 Lyons Road  
 Coconut Creek  
 FL  
 33063

6000 Northtree BLVD.  
 6000 Northtree BLVD.  
 FL. 33463

**The Certificate Holder(s) is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.**

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

**AUTHORIZED REPRESENTATIVE-**

Don Baldwin





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Arelis Matos Cardona Sex F Race HISPANIC

Date of Birth 3/25/67 Driver's License No. C635013676050

Address 13551 Northumberland Cir.

City Wellington State FL Zip 33414

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

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

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

Print Name: Arelis Matos Cardona Date: 8/29/08

Signature: Arelis Matos Cardona

ENTERED  
8/12/08





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Alexis Cardona Sex M Race HISPANIC

Date of Birth 10/24/68 Driver's License No. C635000683840

Address 13551 Northumberland Cir.

City Wellington State FL Zip 33414

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

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

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

Print Name: Alexis Cardona Date: 8/29/08

Signature: [Handwritten Signature]

ENTERED  
8/12/08





**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Martial Arts (ARELIS MATOS-CARDONA)  
 Name of Recreation Service Provider/Sports Official [REDACTED]  
 FEI/Social Security Number

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

Teaching Martial Arts

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>1996 - Present</u>	<u>Township Recreation</u>	<u>Linda Orick</u>

Teaching Martial Arts Contact # 954 973-7022

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>1998 - Present</u>	<u>W. Palm Beach Recreation</u>	<u>Jim Hammel</u>

Teaching Martial Arts Contact # 355-1125



**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Martial Arts (ALEXIS CARDONA)  
 Name of Recreation Service Provider/Sports Official

[REDACTED]  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Teaching Martial Arts

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>9/1996</u>	<u>Township Recreation</u>	<u>Linda URICH</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teaching martial arts</u>	<u>(954) 973-7002</u>

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) <u>1998-Present</u>	<u>West Bay Park Rec Center</u>	<u>Jim Hennema</u>

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teaching Martial Arts</u>	<u>(841) 355-1125</u>

(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
8/2007	Sholan	Vineland N.J. Sheban

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

Yes     No

If yes, give name and relationship.

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(C).

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>

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

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
5/95	Shodan - First Degree B.B.	Vineland N.J. <sup>Shiban</sup> Manuel
5/98	Nidan - Second Degree	
10/2001	Sandan - Third 21	

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

Yes     No

If yes, give name and relationship.

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**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: Alexis Cardona  
Please print complete name

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

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

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

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

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

Description

Dates

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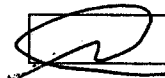
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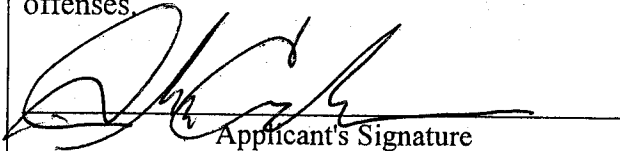
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The above statements are true and complete to the best of my knowledge.

INITIAL:



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

  
Applicant's Signature

8/15/08  
Date

**OR**

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: Arelis Matos-Cardona  
Please print complete name

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

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

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

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

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

Description

Dates

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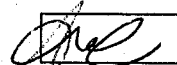
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The above statements are true and complete to the best of my knowledge.

INITIAL:



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



Applicant's Signature

8/15/08

Date

**OR**

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

Applicant's Signature

Date

contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001402

DATE : 09/23/2008

**CONTRACT INFORMATION**  
Active

JANS00041008525200K

Certificate of Insurance

NAME : JANSSEN, SHELLY  
VENDOR CODE: JANS0004  
INSTRUCTOR: DANCE INSTRUCTOR  
ACCOUNT NUMBER : 0001-580-5252-00-3422  
LOCATION: WEST BOYNTON PARK & RECREATION CENTER  
PROGRAM: DANCE PROGRAM

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CONTRACT DATE : 09/15/2008  
START DATE : 10/02/2008  
END DATE : 09/30/2009

---

CONTRACT AMOUNT : 29,000.00 REVENUE AMOUNT: 29,000.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 29,000.00 AMOUNT LEFT : 29,000.00

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ASSIGNED CATEGORIES:

DANCE INSTRUCTOR 0.70 Pct

RECREATION SERVICES					
ACCOUNT: 0001-580- 5252-3422	VENDOR CODE: JANS0004		CONTRACT: <u>JANS00041008 535200K</u>		
MC: <u>AH</u>	PS: <u>dec</u>	FSS: <u>y</u>	CC: <u>S</u>	CA: <u>A.P.</u>	DD: <u>J</u>

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

This Agreement is made as of the 15 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Shelly Janssen, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

1. **Term:** The class, activity or service will begin on October 2, 2008 and will meet thereafter with the termination date of this agreement being September 30, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$68/45 minute class and \$80/90 minute class per student Revenue Account No. 0001-580-5252-4721-09
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Twenty Nine Thousand Dollars (\$29,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ \_\_\_\_\_ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Dance Instructor
  - b. Name of class or activity: Dance
  - c. Day(s)/Date(s) Scheduled: Tuesday/Thursday/Saturday ~ October 2, 2008 – September 29, 2009
  - d. Time Scheduled: Tues/Thurs 2:45 – 8:00pm and Saturday 9:30am – 2:00pm
  - e. Location: West Boynton Recreation Center
  - f. A minimum of 8 and a maximum of 20 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

**received**  
9/4/08

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

4. Publicize the class or activity through the Leisure Times and public service announcements.

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

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

Ellen Gilmer PH: 355-1125

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Shelly Janssen

CONTRACTOR'S Address: 7798 Belmont Drive Lake Worth, FL 33467

CONTRACTOR'S Phone No. 561.434.0242

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

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

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

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

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

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

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

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Donna Tublin  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

Jim Hennerman  
SIGNATURE

JIM HENNERMAN  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

Shelly Janssen  
SIGNATURE

Shelly Janssen  
NAME & TITLE (TYPE OR PRINT)  
Dance Instructor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

Anne Delgado  
COUNTY ATTORNEY

## SCOPE OF SERVICE

SHELLY JANSSEN

Mrs. Janssen will be providing dance instruction at West Boynton Park and Recreation Center located at 6000 Northtree Blvd. Lake Worth, FL.

The program will be offered from October 2, 2008 through September 29, 2009 and will consist of tap, ballet and jazz instruction for students ages 3 and up.

A fee of \$68.00 is charged for five-one hour classes and \$80.00 for four-one and one-half hour classes. This fee applies to one-eight week session, consisting of one class per week. There are four-eight week sessions per program year.

Equipment used for the program will consist of ballet barres, tap floor and sound system.





**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Shelly M. Janssen Sex F Race W

Date of Birth 8-6-62 Driver's License No. J525 793 62 7861

Address 7798 Belmont Dr

City Lake Worth State FL Zip 33467

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

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

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

Print Name: Shelly M. Janssen Date: 9-3-08

Signature: Shelly M. Janssen

**ENTERED**  
9/4/08





**PALM BEACH COUNTY**  
**PARKS AND RECREATION DEPARTMENT**

**SUMMARY OF QUALIFICATIONS**  
**RECREATION INSTRUCTORS & SPORTS OFFICIALS**

Shelly Janssen  
 Name of Recreation Service Provider/Sports Official

[REDACTED]  
 FEI/Social Security Number

1. Which service(s) are you interested in providing? Dance Instruction

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2002 to Present	West Baynton Park & Recreation	Jim Henneman

<u>Scope of Work</u>	<u>Contact #</u>
Provided Dance Instruction To Children Ages 3 - 18 yrs	Jim Hennaman (561) 355-1125

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) 1993 to 2002	City of Boynton Beach Parks and Recreation	Sharon Golden

<u>Scope of Work</u>	<u>Contact #</u>
Provided Dance Instruction To Children Ages 3-18 yrs	Sharon Golden (561) 742-6240

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
1978-1987	Donnas Dance Center	Donna Southwood

<u>Scope of Work</u>	<u>Contact #</u>
Provided Dance Instruction To Children Ages 3 to 18 yrs.	Donna Southwood (315) 252-3231

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

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>
1988 to July 2008 - Aug.	Dance Seminar (Training)	Donna's Dance Center Donna Southwood Auburn, MA
2004 - July	Dance Educators of America	NYC (Seminar with Numerous Choreographers)
July of 1993	Joe Tremaine Seminar	Orlando FL (Seminar with Numerous Choreographers)
Summer-1980	Clint Hamlin School of Dance	Boston, MA (Seminar with Numerous Choreographers)
1976-1980	Center for Ballet and Dance Arts	Syracuse, NY Debbie Boucheton (Seminar with numerous Choreographers)

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

Yes  No

If yes, give name and relationship.

**FRANCIS L. DEAN & ASSOCIATES, INC.**

P.O. Box 4200  
WHEATON, ILLINOIS 60189  
800-745-2409  
630-665-7011  
FAX 630-665-7294  
WWW.FDEAN.COM

INSURANCE COMPANY: StarNet Insurance Company  
POLICY NUMBER: PAI V00214200-001  
POLICYHOLDER: The Kids Dance Company  
EFFECTIVE DATE OF CHANGE: September 8, 2008 at 12:01 AM Standard Time at the address of the Policyholder.

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The following change(s) has been made to the policy listed above:

The policyholder's name is changed to:

The Kid's Dance Company/Shelly Janssen

DATE (MM/DD/YY)  
4/18/2008

PRODUCER  
**FOR SERVICE CALL:**  
**FRANCIS L. DEAN & ASSOCIATES, INC.**  
1776 S. NAPERVILLE RD., BLDG. B  
P.O. BOX 4200  
WHEATON, IL 60189  
(800) 745-2409  
www.fdean.com

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

**COMPANIES AFFORDING COVERAGE**

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  
  
The Kids Dance Company  
7798 Belmont Drive  
Lake Worth, FL 33467 CERT. #AP106082-00

COMPANY A	RIVERPORT INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	WRD 180010	5/1/2008	5/1/2009	GENERAL AGGREGATE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire)	\$ 300,000.00
					MED EXP (Any one person)	\$ N/A
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	OTHE-ER
	<input type="checkbox"/> INCL				EL EACH ACCIDENT	\$
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
	<b>OTHER</b>					
	Total Certificate Premium:					\$360.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
Dance Studio Activities

CERTIFICATE HOLDER  
  
The Kids Dance Company  
7798 Belmont Drive  
Lake Worth, FL 33467

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
**AUTHORIZED REPRESENTATIVE**  
*Francis L. Dean*

## ADDITIONAL INSURED

Date (MM/DD/YY)  
4/18/2008

<b>AGENCY</b>	PHONE (A/C, No, Ext): 800-745-2409 FAX (A/C, No.): 630-665-7294	<b>APPLICANT (First Named Insured)</b>	Phone (A/C, No, Ext):
FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187		The Kids Dance Company 7798 Belmont Drive Lake Worth, FL 33467	
<b>CODE:</b>	<b>SUBCODE:</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>
		5/1/2008	5/1/2009
<b>AGENCY CUSTOMER ID</b>		<b>POLICY NUMBER:</b> WRD 180010	
		<b>ACCOUNT NUMBER:</b>	
<b>INTEREST</b>	<b>RANK:</b>	<b>NAME AND ADDRESS</b>	<b>REFERENCE #:</b>
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Palm Beach Community College	
<input type="checkbox"/>	LOSS PAYEE		
<input type="checkbox"/>	MORTGAGE		
<input type="checkbox"/>	LIENHOLDER		
<input type="checkbox"/>	EMPLOYEE AS LESSOR		
<b>ITEM DESCRIPTION:</b>			
<b>INTEREST</b>	<b>RANK:</b>	<b>NAME AND ADDRESS</b>	<b>REFERENCE #:</b>
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Palm Beach County Board of Commissioners	
<input type="checkbox"/>	LOSS PAYEE		
<input type="checkbox"/>	MORTGAGE		
<input type="checkbox"/>	LIENHOLDER		
<input type="checkbox"/>	EMPLOYEE AS LESSOR		
<b>ITEM DESCRIPTION:</b>			
<b>INTEREST</b>	<b>RANK:</b>	<b>NAME AND ADDRESS</b>	<b>REFERENCE #:</b>
<input checked="" type="checkbox"/>	ADDITIONAL INSURED		
<input type="checkbox"/>	LOSS PAYEE		
<input type="checkbox"/>	MORTGAGE		
<input type="checkbox"/>	LIENHOLDER		
<input type="checkbox"/>	EMPLOYEE AS LESSOR		
<b>ITEM DESCRIPTION:</b>			
<b>INTEREST</b>	<b>RANK:</b>	<b>NAME AND ADDRESS</b>	<b>REFERENCE #:</b>
<input checked="" type="checkbox"/>	ADDITIONAL INSURED		
<input type="checkbox"/>	LOSS PAYEE		
<input type="checkbox"/>	MORTGAGE		
<input type="checkbox"/>	LIENHOLDER		
<input type="checkbox"/>	EMPLOYEE AS LESSOR		
<b>ITEM DESCRIPTION:</b>			
<b>INTEREST</b>	<b>RANK:</b>	<b>NAME AND ADDRESS</b>	<b>REFERENCE #:</b>
<input checked="" type="checkbox"/>	ADDITIONAL INSURED		
<input type="checkbox"/>	LOSS PAYEE		
<input type="checkbox"/>	MORTGAGE		
<input type="checkbox"/>	LIENHOLDER		
<input type="checkbox"/>	EMPLOYEE AS LESSOR		
<b>ITEM DESCRIPTION:</b>			
<b>INTEREST</b>	<b>RANK:</b>	<b>NAME AND ADDRESS</b>	<b>REFERENCE #:</b>
<input checked="" type="checkbox"/>	ADDITIONAL INSURED		
<input type="checkbox"/>	LOSS PAYEE		
<input type="checkbox"/>	MORTGAGE		
<input type="checkbox"/>	LIENHOLDER		
<input type="checkbox"/>	EMPLOYEE AS LESSOR		
<b>ITEM DESCRIPTION:</b>			
<b>INTEREST</b>	<b>RANK:</b>	<b>NAME AND ADDRESS</b>	<b>REFERENCE #:</b>
<input checked="" type="checkbox"/>	ADDITIONAL INSURED		
<input type="checkbox"/>	LOSS PAYEE		
<input type="checkbox"/>	MORTGAGE		
<input type="checkbox"/>	LIENHOLDER		
<input type="checkbox"/>	EMPLOYEE AS LESSOR		
<b>ITEM DESCRIPTION:</b>			

**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT: Shelly Janssen  
Please print complete name

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

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

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

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

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

Description

Dates

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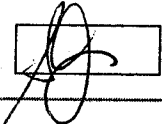
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The above statements are true and complete to the best of my knowledge.

INITIAL:



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

Shelly Janssen  
Applicant's Signature

8-18-08  
Date

OR

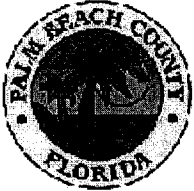
By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



contract



Palm Beach County  
Parks and Recreation Dept.  
Contract Tracking System 0000001401

DATE : 09/23/2008

**CONTRACT INFORMATION**  
Active

MO1025831008523300F

Certificate of Insurance

NAME : MOSER, KIM  
VENDOR CODE: MO102583  
INSTRUCTOR: CLASSICAL FENCING  
ACCOUNT NUMBER : 0001-580-5233-00-3422  
LOCATION: WEST JUPITER RECREATION CENTER  
PROGRAM: CLASSICAL FENCE

---

CONTRACT DATE : 09/23/2008  
START DATE : 10/01/2008  
END DATE : 10/01/2009

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CONTRACT AMOUNT : 4,452.00 REVENUE AMOUNT: 4,452.00  
USED AMOUNT : 0.00 USED AMOUNT : 0.00  
AMOUNT LEFT : 4,452.00 AMOUNT LEFT : 4,452.00

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ASSIGNED CATEGORIES:

CLASSICAL FENCING 0.70 PCT

RECREATION SERVICES

ACCOUNT: 0001-580-5233-3422		VENDOR CODE: VC-0000102583		CONTRACT:	
MC: <u>ASAH</u>	PS: <u>dfc</u>	FSS: <u>JK</u>	CC: <u>[Signature]</u>	CA: <u>A.W.</u>	DD:

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 15 day of Sept, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Kim Moser, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on October 1, 2008 and will meet thereafter with the termination date of this agreement being October 1, 2009.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): \$14.00, per 1(one) hour class or \$22.00 per 2(two) hour class Revenue Account No. 0001-580-5233-4721-09.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Four thousand four hundred fifty two Dollars (\$4,452.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
  - b. The CONTRACTOR's fee shall be the sum of \$ \_\_\_\_\_ or 70 % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Recreational Class/ Kim Moser
  - b. Name of class or activity: Classical fencing
  - c. Day(s)/Date(s) Scheduled: Wednesdays starting October 1, 2008
  - d. Time Scheduled: 6:00pm - 9:00pm
  - e. Location: West Jupiter Recreation Center
  - f. A minimum of 5 and a maximum of 12 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received  
8/29/08

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
  - a. CONTRACTOR agrees to:
    1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    8. Provide the County Representative with 10 days notice of all schedule conflicts/changes.
    9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
  - b. COUNTY agrees to:
    1. Maintain the facilities in proper working order.
    2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
    3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.
10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.
11. **County Representative:** The County Representative for this CONTRACT is:  
Alison Schram PH: 561-747-3455
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
 Director of Recreation Services  
 Palm Beach County Parks and Recreation Department  
 2700 Sixth Avenue South  
 Lake Worth, FL 33461
- and if sent to the CONTRACTOR shall be mailed to:  
 CONTRACTOR'S Name: Palm Beach Classical Fencing, Kim Moser  
 CONTRACTOR'S Address: 141 Waterford Dr. # 5J, Jupiter, FL 33458  
 CONTRACTOR'S Phone No. 561-630-3688
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

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

**PALM BEACH COUNTY WITNESS**

*Nancy Beale*  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Dennis Lehman*  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**CONTRACTOR WITNESS**

*Alison Schram*  
SIGNATURE

Alison Schram  
NAME (TYPE OR PRINT)

**INDEPENDENT CONTRACTOR**

*Kim Moser*  
SIGNATURE

Kim Moser  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*Anne Idelfand*  
COUNTY ATTORNEY

## Classical Fencing Scope of Services

Students learn to use a sword as it was used in the 19<sup>th</sup> century. Classical fencing stresses qualities that are found in other martial arts: Self-control, discipline, awareness, and coordination. All modern safety precautions are used; weapons are blunt and students wear protective gear (glove, jacket, mask).

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID AG USFA-05	DATE (MM/DD/YYYY) 09/03/08
PRODUCER  <b>Bollinger, Inc.</b> 101 JFK Parkway Short Hills NJ 07078-5000 Phone: 800-526-1379 Fax: 973-921-2876		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
United States Fencing Association One Olympic Plaza Colorado Springs CO 80909		INSURER A: <b>Markel Insurance Company</b>	<b>38970</b>
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	8502AH023468	08/01/08	08/01/09	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> Incl Participants				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Coverage applies to USFA sanctioned events and the organized/supervised practices and fencing related activities for the period 8/6/08 - 8/1/09. Certificate Holder is named as an additional insured. Coverage applies with respect to Palm Beach Classical Fencing and Kim Moser.**

<b>CERTIFICATE HOLDER</b>  PAL2977  Palm Beach County Board of County Commissioners 2700 6th Avenue South Lake Worth FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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**Palm Beach County  
Parks and Recreation Department**

**Contractor Background Screening  
Consent/Release Form**

Applicant's Social Security Number \_\_\_\_\_

Full Name (print) Kim Moser Sex M Race W

Date of Birth 10/18/65 Driver's License No. \_\_\_\_\_

Address 141 Waterford Dr #5J

City Jupiter State FL Zip 33458

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

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

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

Print Name: Kim Moser Date: 8/28/08

Signature: [Handwritten Signature]

ENTERED  
8/29/08





**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**APPLICANT DISCLOSURE (Please read carefully)**

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

APPLICANT:

Kim Moser

Please print complete name

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

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

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

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


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

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

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

INITIAL: KIM

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


8/12/08  
 \_\_\_\_\_  
 Applicant's Signature Date

**OR**

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

\_\_\_\_\_  
 Applicant's Signature Date