Agenda Item #: 3.M.10.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:September 11, 2007[X] Consent[][] Ordinance[]

[] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Joy Deco Enterprises, Inc., Drama & Dance, Coconut Cove Recreation Center. (JOYDECO1126330907525400A);
- B) Cathy Weech, Computer Lab Class, Therapeutic Recreation Center. (WEECH11315808075204A).

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

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

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

Attachments: Independent Contractor Agreements (2)

Innis and Recommended by:

Department Director

Approved by:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	<u>-0-</u> <u>1,013</u> (<u>1,339)</u>) <u>-0-</u> <u>-0-</u>	-0- 14,062 (20,089) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	(326)	(6,027)	0	0	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

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

	Contractor	FY2007		FY2008	
		Revenue	Expense	Revenue	Expense
Α	Joy Deco Enterprises, Inc.	1,339	938	20,089	14,062
В	Cathy Weech	0	75	0	0
	Total	1,339	1,013	20,089	14,062

C. Departmental Fiscal Review:

chopelakis

III. REVIEW COMMENTS

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

ΰŨ 8/17 egal Sufficiency:

>/07

anne Helpant 8/27/07 Assistant County Attorney

C. Other Department Review:

Department Director

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

G:\NBeale\AGENDAS\09.11-07 R&F ICA.doc



contract

Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001316

CONTRACT INFORMATION Active

JOYDECO1126330907525400A

DATE : 07/23/2007

Certificate of Insurance

NAME :	JOY DECO ENTERPRISES, INC.,
VENDOR CODE:	JOYDEC0112633
INSTRUCTOR:	DRAMA AND DANCE INSTRUCTOR
ACCOUNT NUMBER :	0001-580-5254-00-3422
LOCATION:	COCONUT COVE RECREATION CENTER
PROGRAM:	DRAMA AND DANCE

CONTRACT DATE :	07/23/2007	
START DATE :	09/10/2007	
END DATE :	09/10/2008	

CONTRACT AMOUNT :	15,000.00 REVENUE AMOUNT:	15,000.00
USED AMOUNT :	0.00 USED AMOUNT :	0.00
AMOUNT LEFT :	15,000.00 AMOUNT LEFT :	15,000.00

ASSIGNED CATEGORIES:

DRAMA AND DANCE

0.70 PCT

AQUATICS DIVISION

(B)

VENDOR CODE

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the **2.3** day of **July**, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Joy Deco Enteprises, Inc.</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) <u>Drama and Improv</u>, <u>Stage Dance</u>, <u>Cheer and</u> <u>Tumble</u>, <u>Hip Hop</u>, <u>Ballet and Tap</u>, <u>and gymnastics</u> programs, and desires to contract with CONTRACTOR to provide a specific service for that program; and

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>September 10th, 2007</u> and will meet thereafter with the termination date of this agreement being <u>September 10th, 2008</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): <u>\$80.00 per 7</u> week sessions Revenue Account No. <u>0001-580-5254-4721</u>.

3. Payments To Contractor:

ACCOUNT: 0001-580- 52

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>Fifteen Thousand</u>Dollars (\$15,000.00). 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: <u>Drama and Improv, Stage Dance, Cheor and Tumble, Hip Hop, Ballet and</u> <u>Tap, and gymnastics.</u>
- b. Name of class or activity: <u>Drama and Improv, Stage Dance, Cheer and Tumble, Hip Hop, Ballet and</u> <u>Tap, and gymnastics.</u>
- c. Day(s)/Date(s) Scheduled: Monday, Wednesday, and Friday starting on September 10th, 2007.
- d. Time Scheduled: <u>5:30pm-6:15pm, 6:15pm -7pm</u>
- e. Location: Coconut Cove Recreation Center
- f. 💡

A minimum of <u>10</u> and a maximum of <u>20</u> paid enrollments must be received by the

COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

3. Provide class/activity rosters to the CONTRACTOR for distribution.

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

Marisa Bennett

PH: 561-274-1140 ext. 204

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

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Joy Deco

CONTRACTOR'S Address: <u>3891 NW 35th ST Coconut Creek, FL 33066</u>

CONTRACTOR'S Phone No. 954-655-9356

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

- 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.

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

PALM BEACH COUNTY WITNESS

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CONTRACTOR WITNESS

OR PRINT

APPROVED AS TO FORM ANL LEGAL SUFFICIENCY

Inne Helfen Ł COUNTY ATTORNEY

PALM BEACH COUNTY TANT DIRECTOR DEPAI COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

INDEPENDENT CONTRACTOR

SIGNATUR

President Joy Deco

NAME & TITLE (TYPE OR PRINT)

Joy Deco Enterprises. Inc

JOYDECOENTERPRISES.COM

954-971-9917

×10°

SCOPE OF SERVICE

Joy Deco Enterprises, Inc. will be providing classes in dance, cheerleading, Drama / musical theatre and tumbling from September 1, 2007 thru Sept. 1, 2008. Classes will be supplied with all necessary stereo, music and equipment by Joy Deco. The cost of the programs is \$80.00 every 7 weeks with 70% of total going to Joy Deco.

Joy Deco

PALM BEACH COUNTY



PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS RECREATION INSTRUCTORS & SPORTS OFFICIALS

e of Recreation Service Provid	ler/Sports Official	FEI/Social Security Number
Which service(s) are you int	terested in providing? Ballet - J	422 - TAP - Hip Hop -
GYMNASTICS - Che	erleading - Drama-mu	sical theatre - All Sport
List prior work experience i	in providing this service: $\frac{3A}{2}$	Dograc in the fire Arts
Dates	Agency/Company	<u>Representative</u>
(A). 34RS TO Present	City of Boca	Jan Dew
20014		
<u>Scope of Work</u>		<u>Contact #</u>
DRAMA + musical	thereface n	IADINE
		561-367-7005
Dates	Agency/Company	<u>Representative</u>
(B). 2000-TO Present	City of Coral Springs	Jon Doilen - Jay L
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Scope of Work		Contact #
Darce his		Joan Dorden 954-349-2200
		101 012-2000
	Which service(s) are you int	<u>Dates</u> <u>Agency/Company</u> (A). <u>3</u> yrs TD freent City of boca 2004 <u>Scope of Work</u> <u>Dates</u> <u>Dates</u> <u>Agency/Company</u> (B). <u>2000-70 Present</u> <u>City of Cord Springs</u> <u>Scope of Work</u> <u>Scope of Work</u>

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

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in <u>any</u> capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME:	Joy	M	Deco
	FIRST	MIDDLE	LAST

Other names you have used in the past (including maiden names and nicknames):

DATE OF BIRTH:	4	9	64		
	YEAR	MONTH	DAY		
RACE: (PLEASE CIRCLE)	Bla	ck	White	Asian	
	Ala	skan Native	Unknown		
SEX: (PLEASE CIRCLE)	Mai	le	Female		
SOCIAL SECURITY NUME	ber	85-60	- 8608		
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NUMBER	STI	REET		APT#	
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		CLAIMS	MADE	X OCCUR				MED EXP (Any one person)	\$5,000
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								GENERAL AGGREGATE	\$2,000,00
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Board P Attentio 50 So West P Phone: (561	Palm Beach County of County Commissioners urchasing Department n: Vendor Registration Desk uth Military Trail, Suite 110 Palm Beach, FL 33415-3199 I) 616-6800 Fax: (561) 616-6811 dress: www.pbcgov.com/pur	(Vendor Code to be assigned by P.B.C.)
	REGISTRATION FORM	
[X] New Registration [] C	hange of Information	
Headquarters(Legal Name) of Company: (Mus	Joy Deco Enterprise	s , $\widehat{+}$, MC , D is assigned.)
Alias/D/B/A (Doing-Business-As) Name: (List y	our D/B/A or fictitious name only if applicable.)	
Organization Type: Individual [] Com		
Taxpayer ID: List your Federal ID (IRS W-9 Fe	orm) or Taxpayer ID Number?650	-327-413
1. Please list below your Headqua	arters address information:	
Address: <u>3891 Nw 35ts</u>	<i>t</i>	
city: CoConst Creek		······································
Zip/Postal Code: <u>33066</u>		
Main Phone Number: 954-655-9356		
Contact Name: Joy Deco		Ente-prisese yahou.c
	(E-mail Address ma	y be used for Orders/Contracts)
Contact Phone Number: <u>957-971-9917</u>	Alternate Phone Number: <u></u>	-970-4696
Contact Fax Number: <u>954-979-1731</u>	Alternate Fax Number: 954	- 970-4453
	address/accounts receivable de ck here if 🛛 🗙 Same as Headqua	
City:	······	
Zip/Postal Code:		
Main Phone Number:		
Contact Name:		
Contact Phone Number:		
Contact Fax Number:		
	Page 1 of 2	

Please list below your order processing department information and attach additional addresses if necessary, or check here if [K] Same as Headquarters:

3.

Addr	ess:	
City:	· · · · · · · · · · · · · · · · · · ·	State/Province:
Zip/P	Postal Code:	Country:
Main	Phone Number:	
Cont	act Name:	E-mail Address: (E-mail Address may be used for Orders/Contracts)
Cont	act Phone Number:	Alternate Phone Number:
Cont	act Fax Number:	Alternate Fax Number:
4.	Licenses and Certifications:	
	Palm Beach County Occupational L (Contact the Palm Beach County Ta	icense Number: Ix Collector's Office (561) 355-2272.)
	List Others: Type:	Number:
	Туре:	Number:
5.	List Company Officers or Principals County Employees:	Who Are Paim Beach County Employees or are Related to Paim Beach
	Name: NA	Position/Title:
	Name:	Position/Title:
6.	List Company Officials:	
	Name: NA	Position/Title:
	Name:	Position/Title:
		Position/Title:
7.	[)4 NO	as a Small Business Enterprise or a Minority-Owned Business? []YES act the Palm Beach County Office of Small/Minority/Women Business
8.	-	any Officer or Principal (Required for Registration):
	Print Name: Joy Deco	Title: President Date:
	Signature: Jay New	Date:
This s	ection is to be completed by Purchasing: Is	this vendor interested in SBE or Minority Certification? []YES []NO If yes, date copy forwarded to OSBA:
		Page 2 of 2

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

Home

E-Filing Services

Document Searches

Forms

Help

Entity Name Sear

Next on List **Return To List**

No Events

Previous on List

No Name History

Detail by Entity Name

Florida Profit Corporation

Contact Us

JOY DECO ENTERPRISES, INC.

Filing Information

Document Number	Document Number V29199		
FEI Number	650327413		
Date Filed	04/16/1992		
State	FL		
Status ACTIVE			
Effective Date	NONE		

Principal Address

6435 OCEAN DRIVE MARGATE FL 33063

Changed 01/10/2004

Mailing Address

6435 OCEAN DRIVE MARGATE FL 33063

Changed 01/10/2004

Registered Agent Name & Address

DECO, JOY 6435 OCEAN DRIVE MARGATE FL 33063 US

Name Changed: 04/09/1993

Address Changed: 01/10/2004

Officer/Director Detail

Name & Address

Title VD

DECO, JOSEPH 3895 NW 35TH STREET COCONUT CREEK FL 33066

http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq_doc_number=V29199&in... 7/18/2007

Title SD

DECO, JO-ANN 3895 NW 35TH STREET COCONUT CREEK FL 33066

Title PD

DECO, JOY 6435 OCEAN DRIVE MARGATE FL 33063

Annual Reports

Report Year	Filed Date
2005	01/10/2005
2006	01/31/2006
2007	01/19/2007

Document Images

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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:

Joy MArie Deco 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:

	s 393.135 394.4593	relating to sexual misconduct with certain developmentally disabled clients relating to sexual misconduct with certain mental Health patients
Section:	s 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
<u></u>	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
. I.	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 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. Date <u>OR</u> 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 stature of another jurisdiction. Applicant's Signature Date Updated 12/16/05



contract,

Palm Beach County Parks and Recreation Dept.

Contract Tracking System 0000001317

DATE : 08/08/2007

CONTRACT INFORMATION Active

WEECH11315808075204 A

NAME :	WEECH, CATHY
VENDOR CODE:	WEECH113158
INSTRUCTOR:	COMPUTER LAB INSTRUCTOR
ACCOUNT NUMBER :	0001-580-52043422
LOCATION:	THERAPEUTIC RECREATION CENTER
PROGRAM:	COMPUTER LAB

CONTRACT DATE :	08/08/2007
START DATE :	08/28/2007
END DATE :	09/03/2007

CONTRACT AMOUNT :	75.00 REVENUE AMOUNT:	75.00
USED AMOUNT :	0.00 USED AMOUNT :	0.00
Amount left :	75.00 AMOUNT LEFT :	75.00

ASSIGNED CATEGORIES:

COMPUTER LAB

75.00 CLASS

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

RECREATION SERVICES

CONTRAC

This Agreement is made as of the <u>\$</u> day of <u>\$\$ and \$\$ and \$\$ and \$\$ between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and <u>Cathy Weech</u>, an Independent Contractor, hereinafter referred to as "CONTRACTOR".</u>

WITNESSETH:

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

VENDOR CODE: VC0000113758

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

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

- 1. <u>Term</u>: The class, activity or service will begin on <u>August 28, 2007</u> and will meet thereafter with the termination date of this agreement being <u>September 3, 2007</u>.
- Fees: Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A per ______. Revenue Account No. ______.

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of <u>seventy five</u> Dollars (<u>\$ 75.00</u>). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- b. The CONTRACTOR's fee shall be the sum of \$ <u>75.00 per class</u> or <u>N/A %</u> of the paid enrollment fees for the class or activity.

4. Specific Details:

f.

- a. Type of service/instructor: <u>Cathy Weech</u>.
- b. Name of class or activity: <u>Computer Lab Class</u>.
- c. Day(s)/Date(s) Scheduled: <u>August 28, 2007</u>.
- d. Time Scheduled: <u>10:00 a.m 11:30 a.m .</u>
- e. Location: <u>CMAA Therapeutic Recreation Complex.</u>
 - A minimum of <u>7</u> and a maximum of <u>14</u> paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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

9. Performance:

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

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

Renata Watson PH: (561) 966-7022

- 12. <u>Indemnification</u>: The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
- 13. <u>Notices</u>: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:
 - Director of Recreation Services Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: <u>Cathy Weech</u>

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

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

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

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

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

PALM BEACH COUNTY WITNESS

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CONTRACTOR WITNESS

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PALM BEACH COUNTY DIRECTOR

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

INDEPENDENT CONTRACTOR

Weech

<u>Atherine B. Weech</u> AME & TITLE (TYPE OR PRINT) Assistive Technology Specialist

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BACKGROUND INFORMATION

Palm Beach County Parks and Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment. Please complete the information below and return it with your contract.

NAME: Catherine FIRST Barnes MIDDLE Weech LAST

Other names you have used in the past (including maiden names and nicknames):

Catherine Loui	se Barnes	· ·	
DATE OF BIRTH: 1968 YEA		(8 DAY	
RACE: (PLEASE CIRCLE)	Black	White	Asian
	Alaskan Native	Unknown	
SEX: (PLEASE CIRCLE)	Male	Female	
SOCIAL SECURITY NUMBER	594-12-53	08	
ADDRESS: 6485 Wet	land Driv	e	
NUMBER	STREET		APT#
CITY: Lake Worth	STATE: PL		-
ZIP CODE: <u>33467</u>		ENG	107

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<u>Herine Barnes</u> Please print complete name Weech **APPLICANT:**

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	Sections	393,135	relating to sexual misconduct with certain developmentally disabled clients
	0000000	394,4593	relating to sexual misconduct with certain developmentary disabled cherits
	Sections	415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
	Sections	741.30	
		/41.50	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
		500 <i>6 6</i>	family or household member
		782.04	murder
·		782.07	manslaughter, aggravated manslaughter of anelderly person or disabled adult, or
		•	aggravated manslaughter of a child
		782.071	vehicular homicide
		782.09	killing an unborn child by injury to the mother
		784.011	assault, if the victim of offense was a minor
••••••••••••••••••••••••••••••••••••••		784.021	aggravated assault
		784.03	battery, if the victim of offense was a minor
		784.045	aggravated battery
		787.01	kidnapping
		787.02	false imprisonment
		787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent
			pending custody proceedings
		787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a
			child at a custody hearing or delivering the child to the designated person
		790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
		790.115(2b)	possessing an electric weapon or device, destructive device, or other weapon on
			school property
		794.011	sexual battery
		794.041	prohibited acts of persons in familial or custodial authority (former)
	Chapter		prostitution
<u> </u>	Section		lewd and lascivious behavior
**********	Chapter	800	lewdness and indecent exposure
	Section	806.01	arson
	Chapter Section Chapter Sections	Q10	felony theft and/or robbery
	Sections	817 562	fraudulent sale of controlled substances, if the offense was a felony
·	Sections	825.102	
<u>`</u>	· · · ·	825.102	abuse, aggravated abuse, or neglect of disabled adults or elderly persons
		04.J. IV4.J	lewd or lascivious offenses committed upon or in the presence of an elderly
		915 102	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 drug abuse prevention and control only if the offense was a felony or if any other Chapter 893 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 INITIAL:** The above statements are true and complete to the best of my knowledge. BU 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. ueech Applicant's Signature Date <u>OR</u> 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 stature of another jurisdiction. **Applicant's Signature** Date