

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2008

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Karen Lindquist, Photography, Riverbend Park. (LINDQ1086621008541734A); and
- B) Joy Deco Enterprises, Inc., Dance Program, Coconut Cove Recreation Center. (JOYDECO1126331108525400B); and
- C) Cynthia Davis, Art Class, Therapeutic Recreation Complex. (DAVIS11714211085204B).

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, 3 and 5 (DW)

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

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

Attachments: Independent Contractor Agreements (3)

Recommended by: 
Department Director

11/10/08
Date

Approved by: 
Assistant County Administrator

11/24/08
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>15,570</u>	<u>1,250</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(21,318)</u>	<u>(1,786)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(5,748)</u>	<u>(536)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

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

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

	Contractor	FY2009		FY2010	
		Revenue	Expense	Revenue	Expense
A	Karen Lindquist	\$1,675	\$1,340		
B	Joy Deco Enterprises, Inc	\$19,643	\$13,750	\$1,786	\$1,250
C	Cynthia Davis	\$0	\$480		
	Totals	\$21,318	\$15,570	\$1,786	\$1,250

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Abinellite 11.19.08
 OFMB 11/18/08
 CN 11/13/08
Dr. J. Jacoby 11/20/08
 Contract Development and Control

B. Legal Sufficiency: St 11/17/08 This item complies with current County policies.

DR 11/24/08
 Assistant County Attorney

C. Other Department Review:

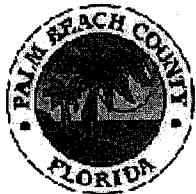
 Department Director

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

3m15

Don

ontract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001404

DATE : 10/15/2008

CONTRACT INFORMATION
Active

LINDQ1086621008541734A

NAME : LINDQUIST, KAREN
VENDOR CODE: LINDQ108662
INSTRUCTOR: PHOTOGRAPHY
ACCOUNT NUMBER : 0001-580-5417-3422
LOCATION: RIVERBEND PARK
PROGRAM: PHOTOGRAPHY

CONTRACT DATE : 10/09/2008
START DATE : 10/25/2008
END DATE : 03/01/2009

CONTRACT AMOUNT : 1,340.00 REVENUE AMOUNT: 1,340.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 1,340.00 AMOUNT LEFT : 1,340.00

ASSIGNED CATEGORIES:

PHOTOGRAPHY 0.80 PCT

RECREATION SERVICES					
ACCOUNT: 0001-580-5417-3422	VENDOR CODE:		CONTRACT: <u>LIND 9108662 (0885417 A)</u>		
MC: <u>EB</u>	PS: <u>dec</u>	FSS: <u>ppn</u>	CC: <u>✓</u>	CA: <u>SW</u>	DD: <u>W</u>

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

This Agreement is made as of the 09 day of Oct, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Karen Lindquist, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Nature Based Adult Education and Family Fun 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 25, 2008 and will meet thereafter with the termination date of this agreement being March 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): \$5.00 and \$10.00 per child and adult respectively Revenue Account No. 0001-580-5417-4721-09
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Thousand Three Hundred Forty Dollars (\$1,340). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
 - b. The CONTRACTOR's fee shall be the sum of \$ 80% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Nature Based Photography and Birding
 - b. Name of class or activity: Nature Based Adult Education and Family Fun
 - c. Day(s)/Date(s) Scheduled: Saturday/Sunday ~ October 25th, November 1st, 9th and 22nd, December 6th, 2008; January 10th, 18th and 31st, February 7th, 2009
 - d. Time Scheduled: Saturday 8am - 11am and Sunday 1pm - 4pm
 - e. Location: Riverbend Park
 - f. A minimum of 8 and a maximum of 30 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

received
9/22/08

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 3 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:

Kristofor Sewer Recreation Specialist II PH: 561-963-6704.

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: Karen Lindquist

CONTRACTOR'S Address: 925 Arlington Dr. West Palm Beach, FL 33415

CONTRACTOR'S Phone No. 561-315-7033

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 E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kristofoc Sennet
SIGNATURE

Kristofoc Sennet
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Karen Lindquist
SIGNATURE

KAREN LINDQUIST
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney

SCOPE OF SERVICE

Karen M. Lindquist

Karen Lindquist will provide nature based education programs and family fun programs at Riverbend Park for Palm Beach County Parks & Recreation Department. The dates for these programs will be from October 25th to March 1st.

The nature based adult education programs to be offered will be Beginning Nature Photography and Beginning Birding.

-The Beginning Nature Photography is an introduction to photographing landscapes and wildlife outdoors for adults. It will cover composition, lighting, and how to get close to wildlife. A short overview of techniques and equipment will be followed by in the field practice.

-The Beginning Birding program will provide instruction on how to find and identify local wild birds for adults. It will also cover binocular use, bird anatomy and why birds are important ecological indicators. It will conclude with a guided bird walk.

The family fun programs to be offered will be Birding for Kids and Family Treasure Hunt.

-The Birding for Kids program will include instruction on how to find and identify local wild birds for kids ages 7-12 and they will go on a birding scavenger hunt.

-The Family Treasure Hunt will include instruction on orienteering and map reading.

Equipment needed to perform these duties includes binoculars, compasses, and access to a power outlet.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) KAREN M LINDQUIST Sex F Race white

Date of Birth 06/23/77 Driver's License No. L 532-513-77-723-0

Address 952 ARLINGTON DR

City WEST PALM BEACH State FL Zip 33415

I, Karen Lindquist, 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: Karen Lindquist Date: 05/15/08

Signature: Karen Lindquist

ENTERED
9/22/08



**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: Karen M Lindquist
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

KL

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.

Karen Lindquist
Applicant's Signature

5/15/08
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



**Department of
Parks and Recreation**
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-7050
www.pbcparcs.com



**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria

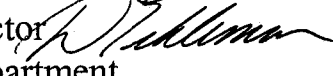
County Administrator


Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

INTER-OFFICE COMMUNICATION
PARKS & RECREATION DEPARTMENT

TO: Bob Weisman
County Administrator

THRU: Dennis Eshleman, Director 
Parks & Recreation Department
Anne Helfant, Assistant County Attorney

FROM: Dave Lill, Director 
Aquatics Division

DATE: October 7, 2008

RE: INDEPENDENT CONTRACTOR AGREEMENTS

Board Resolution R2002-2103 as amended by Resolution adopted by the Board of County Commissioners on 03/13/07, authorizes the County Administrator or the Director/Assistant Director of Parks and Recreation to execute standard independent contractor agreements for the provision of recreation instructors. Said resolutions require that the County Administrator approve any and all contracts totaling \$10,000 or greater. Contracts expected to total \$9,999.99 and less are to be approved by the Director/Assistant Director of Parks and Recreation.

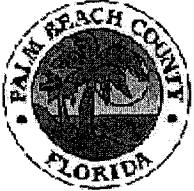
Attached for your signature is a contract for a Dance and Gymnastics program, which represents total annual dollars in excess of the Director's approval authority.

Joy Deco Enterprises, Inc., Coconut Cove Waterpark and Recreation Center.
\$15,000.00

Please execute the attached contracts.

Thank you.

contract



Palm Beach County
Parks and Recreation Dept.

DATE : 10/24/2008

Contract Tracking System 0000001405

CONTRACT INFORMATION

Active

JOYDECO1126331108525400B

Certificate of Insurance

NAME : JOY DECO ENTERPRISES, INC.,
VENDOR CODE: JOYDECO112633
INSTRUCTOR: DANCE INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5254-00-3422
LOCATION: COCONUT COVE RECREATION CENTER
PROGRAM: DANCE PROGRAM

CONTRACT DATE : 10/07/2008
START DATE : 11/05/2008
END DATE : 11/05/2009

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:

DANCE INSTRUCTOR

0.70 Pct

AQUATICS					
ACCOUNT: 0001-580-5254-3422	VENDOR CODE: JOYDECO112633		CONTRACT:		
MC: <i>ACA</i>	PS:	FSS: <i>y</i>	CC: <i>AP</i>	CA: <i>PN</i>	DD: <i>DHL</i>

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

This Agreement is made as of the 7 day of Oct, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Joy Deco Enterprises, Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Dance, Gymnastics and Cheerleading 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 November 5, 2008 and will meet thereafter with the termination date of this agreement being November 5, 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): \$80.0 per 8 Week Session Revenue Account No. 0001-580-5254-4721-09
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 Fifteen Thousand 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: Dance, Gymnastics and Cheerleading Instructor
- b. Name of class or activity: Hip Hop Dance, Ballet/Tap/Jazz, Gymnastics, Cheerleading
- c. Day(s)/Date(s) Scheduled: Monday, Tuesday and Wednesday from Nov. 5, 2008 – Nov. 4, 2009
- d. Time Scheduled: 4:00PM – 7:00PM
- e. Location: Coconut Cove Waterpark and Recreation Center
- f. A minimum of 10 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
10/3/08 *ls*

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:

Hugo Montenegro PH: 561-274-1140 ext. 205

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: Joy Deco

CONTRACTOR'S Address: 3891 NW 35th Street Coconut Creek, FL 33066

CONTRACTOR'S Phone No. (954) 655-9356

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 E. Beale
SIGNATURE

Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Rennie Lubman
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

HUBO MONTENEGRO
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Joy Deco
SIGNATURE

Joy Deco President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
County Attorney

Joy Deco Enterprises, Inc



JOYDECOENTERPRISES.COM 954-971-9917

SCOPE OF SERVICE

Joy Deco Enterprises, Inc. will be providing classes in Hip Hop Dance, Cheerleading, Ballet/Tap/Jazz, Gymnastics and Tumbling from November 5, 2008 – November 5, 2009. Classes will be supplied with all necessary stereo, music and equipment by Joy Deco. The cost of the programs is \$80.00 per 8 week session. Joy Deco has agreed to accept 70% of the total revenue generated through the registration process.

Joy Deco



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/29/08

PRODUCER Knight Insurance Inc. 1259 S. Pine Island Rd. Plantation, FL 33324 Phone (954)382-5244 Fax (954)382-5263		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 JOY DECO ENTERPRISES INC 3891 NW 35th Avenue Coconut Creek, FL 33066		INSURERS AFFORDING COVERAGE	
		INSURER A: COLONY INSURANCE CO	
		INSURER B: STAR INSURANCE CO	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

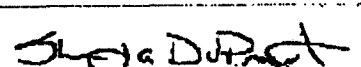
COVERAGES

THE POLICIES OF INSURANCE LISTED 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	<input type="checkbox"/>	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	08000673	08/17/08	08/17/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	<input type="checkbox"/>	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)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 0361503	01/15/08	01/15/09	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 HEALTH OR EXERCISE CLUBS- NO EQUIPMENT

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PARKS & RECREATION 2700 6TH AVENUE S. LAKE WORTH, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 
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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: Hailey Belba
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

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

INITIAL:

AB

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.

Aaly B...

Applicant's Signature

10-1-08

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**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number 

Full Name (print) Haley Belba Sex F Race White

Date of Birth 12-10-88 Driver's License No. B 410-330-88-950-0

Address 2263 NW 3rd Ave

City Boca Raton State FL Zip 33431

I, Haley Belba, 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: Haley Belba Date: 10-1-08

Signature: Haley Belba

ENTERED
2/8/08





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). <u>Wednesdays</u>	<u>Joy Deco Enterprises.</u>	

<u>Scope of Work</u>	<u>Contact #</u>
<u>Teaching Beg. gymnastics.</u>	

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

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

**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:

Christelle Jean Felix

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.)

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

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

INITIAL:

CS

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

10/01/88

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**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Christelle Jean Felix Sex F Race B

Date of Birth 12/01/88 Driver's License No. J514-10-889410

Address 11304 Coral Key Dr.

City BOCA RATON State FL Zip 33498

I, Christelle Jean Felix, 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

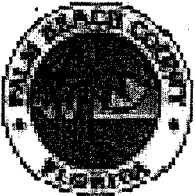
I, the undersigned, authorize the above information to be obtained by Palm Beach County either in writing or via telephone in connection with my agreement to enter into a contract with Palm Beach County. I hereby release and hold Palm Beach County, its agents, designees, employees, and elected officials 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: Christelle Jean Felix Date: 10/01/88

Signature: [Handwritten Signature]

ENTERED
2/8/08





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Joy Deco Enterprise Inc
 Name of Recreation Service Provider/Sports Official

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) <u>Dec. 07 to Date</u>	<u>Joy Deco Ent. Inc</u>	<u>Christie K. Parker</u>

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

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

<u>Scope of Work</u>	<u>Contact #</u>
<u>Dance & Gymnastics Teacher</u>	<u>(954) (559) 356</u>

<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>
DEC. 2007	AA Degree	Palm Beach Comm College

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

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Joy Deco Enterprises Inc.
 Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? Dance - Gymnastics -
Cheerleading

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 1991 to present.	Joy Deco Enterprises.	Joy Deco

<u>Scope of Work</u>	<u>Contact #</u>
Instruct DANCE-Gymnastics	954-971-9917
Cheerleading - Dram + Sports.	

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

<u>Scope of Work</u>	<u>Contact #</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>
1986	B.A. Degree IN Fine Arts	Pittsburgh PA
1999	Gymnastics Certifies	Florida
Present	Childcare licence TO Teach in Schools. P	
Present	Broward + Palm Beach County School District CHAIRMAN	

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) Joy Deco Sex F Race White

Date of Birth 4-9-64 Driver's License No. D200-433-64-629-1

Address 6435 Ocean Drive

City Margate State FL Zip 33063

I, Joy Deco, 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: Joy Deco Date: 9/29/08

Signature: Joy Deco

ENTERED
10/3/08



**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: Joy Deo
Please print complete name

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

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

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

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

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

Description

Dates

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

INITIAL:

JD

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.

Jay Devo
Applicant's Signature

9/29/08
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 0000001406

DATE : 10/31/2008

CONTRACT INFORMATION
Active

DAVIS11714211085204 B

NAME : DAVIS, CYNTHIA
VENDOR CODE: DAVIS117142
INSTRUCTOR: ART INSTRUCTOR
ACCOUNT NUMBER : 0001-580-5204- -3422
LOCATION: THERAPEUTIC RECREATION COMPLEX
PROGRAM: ART CLASS

CONTRACT DATE : 10/30/2008
START DATE : 11/03/2008
END DATE : 05/01/2009

CONTRACT AMOUNT :	480.00	REVENUE AMOUNT:	480.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	480.00	AMOUNT LEFT :	480.00

ASSIGNED CATEGORIES:

ART CLASS 30.00 CLASS

RECREATION SERVICES					
ACCOUNT: 0001-580-5204- 5250 ^{3422 ck}		VENDOR CODE: VC0000005770		CONTRACT:	
MC: <i>[Signature]</i>	PS:	FSS: <i>[Signature]</i>	CC: <i>[Signature]</i> ^{11/1/08}	CA: <i>[Signature]</i>	DD: <i>[Signature]</i>

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

This Agreement is made as of the 30 day of Oct, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Cynthia Davis, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Art 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 November 3, 2008 and will meet thereafter with the termination date of this agreement being May 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): N/A. Revenue Account No. Part of the overall Leisure Spectrum fees.
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 hundred and eighty dollars (\$480.00). 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 per class or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Cynthia Davis.
 - b. Name of class or activity: Art Class.
 - c. Day(s)/Date(s) Scheduled: Thursdays.
 - d. Time Scheduled: 6:00p.m-8:00p.m.
 - e. Location: CMAA Therapeutic Recreation Complex.
 - f. A minimum of 24 and a maximum of 45 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
10/17/08 *[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:
- Renata Watson PH: (561) 966-7022
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: Cynthia Davis.
- CONTRACTOR'S Address: 1228 West 28th Street Riviera Beach, FL 33401.
- CONTRACTOR'S Phone No. (561) 236-8696.
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 E. Beale
SIGNATURE
Nancy E. Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY
[Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Renata Watson
SIGNATURE
Renata Watson
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR
Ms. Cynthia Davis
SIGNATURE
Cynthia Davis
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney

Scope of Service

Tie Dye Class

Cynthia Davis

A Tie Dye class will be conducted by an artist. The instructor will teach the students the fundamentals of tie dye and help instruct them to create different designs with the tie dye.

Skills to be taught include: How to fold scrunch & twist the wet shirt flat on a plastic covered table. The pattern of the folds etc. and where the colors are squirted dictates the resulting design. The tables must be covered with plastic, etc. Each work area should have newspapers, rubber bands, gloves, finger rinsing bowl, paper towels or a sponge, a bucket of premixed soda ash (allow about a gallon of soda ash mix for each 8-10 adult t-shirts - (1 lb of soda ash makes 2 gallons), and squirt bottles of premixed dye in the selected colors.

Materials needed:

- twelve 16 oz. squeeze bottles
- #1 Lemon Yellow - 2 oz.
- #13 Fuchsia - 2 oz.
- #25 Turquoise - 2 oz.
- #10 Fire Red - 2 oz.
- #22 Cobalt Blue - 2 oz.
- #44 Better Black - 2 oz.
- 10 lb. soda ash fixer
- 5 lb. urea
- 16 oz. synthrapol dye detergent
- 500 rubber bands (approx.)
- 12 pair rubber gloves
- 1 dust mask
- Book - Rainbow Tie-Dye
- Group instructions
- Shirt



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Cynthia Davis

Name of Recreation Service Provider/Sports Official

~~FBI/Social Security Number~~

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

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) Jan. 6, 13 & 27, 2008	VSA Arts of Florida	Donald M. Perez
Feb. 25, 28 & March 6 th , 2008	VSA Arts of Florida	Donald M. Perez
April 3 rd , 2008	VSA Arts of Florida (Belle Glade)	Donald M. Perez

Scope of Work Contact #

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(B) April 14, 21, 28 & May 5 th , 2008	Creative Arts	Renata Watson
August 2, 9, 16, & 23 rd , 2008	Creative Arts	Renata Watson
March 6, 27 th & April 4 th , 2008	Creative Arts	Renata Watson
May 5 th , 2008	Creative Arts	Renata Watson

Scope of Work Contact #



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Cynthia Ann DAVIS Sex F Race B

Date of Birth 5.19.61 Driver's License No. D120-101-61-679-0

Address 1228 West 28th Street

City Riviera Beach State Fl. Zip 33404

I, Cynthia DAVIS, 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: Cynthia DAVIS Date: 10/15/08

Signature: [Handwritten Signature]

ENTERED
10/28/08





**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Talicia Johnson Sex F Race AA

Date of Birth 8/29/1983 Driver's License No. J 525-801-83-689-D

Address 1228 W 28th St

City Riviera Beach State FL Zip 33404

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

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

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

Print Name: Talicia Johnson Date: 10/15/07

Signature: Talicia Johnson

ENTERED
10/17/08



**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:

Talicia Andreca Johnson

Please print complete name

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

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

_____	Sections 393.135	relating to sexual misconduct with certain developmentally disabled clients
_____	394.4593	relating to sexual misconduct with certain mental Health patients
_____	Sections 415.111	adult abuse, neglect, or exploitation of aged person or disabled adults
_____	741.30	domestic violence and injunction for protection (defined in 741.28) means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, etc. of a family or household member
_____	782.04	murder
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_____	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
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_____	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
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Explanation: (Provide details of any items initialed above. Attach another sheet if necessary.)

Description	Dates

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

INITIAL:

A-J

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.

Talicia Johnson
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

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

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APPLICANT: _____

Cynthia Ann DAVIS

Please print complete name

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- | | | |
|-------|------------------|---|
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| _____ | 782.07 | manslaughter, aggravated manslaughter of anelderly person or disabled adult, or aggravated manslaughter of a child |
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| _____ | 790.115(1) | exhibiting firearms or weapons within 1,000 feet of a school |
| _____ | 790.115(2b) | possessing an electric weapon or device, destructive device, or other weapon on school property |
| _____ | 794.011 | sexual battery |
| _____ | 794.041 | prohibited acts of persons in familial or custodial authority (former) |
| _____ | Chapter 796 | prostitution |
| _____ | Section 798.02 | lewd and lascivious behavior |
| _____ | Chapter 800 | lewdness and indecent exposure |
| _____ | Section 806.01 | arson |
| _____ | Chapter 812 | felony theft and/or robbery |
| _____ | Sections 817.563 | fraudulent sale of controlled substances, if the offense was a felony |
| _____ | 825.102 | abuse, aggravated abuse, or neglect of disabled adults or elderly persons |
| _____ | 825.1025 | lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult |
| _____ | 825.103 | exploitation of disabled adults or elderly persons, if the offense was a felony |

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

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

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

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

INITIAL:

CD

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.

Ms. Cynthia Davis
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