

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2011

☒ Consent      ☐ Regular  
☐ Ordinance   ☐ 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 months of June and July of 2011.

- A) Lory Mills, Inc., Cake Design Instructor, West Jupiter Recreation Center, for the period July 5, 2011, through July 6, 2011 (LORI000107115243E); and  
B) Susan Giveon, Jewelry Making Instructor, Daggerwing Nature Center, for the period August 1, 2011, through August 5, 2011 (GIVE13509008115242A).

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item. The attached Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 02-2103 and 07-0409, and are now being submitted to the Board to receive and file. Districts 1 and 5 (AH)

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

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

**Attachments:** Independent Contractor Agreements (2)

Recommended by: \_\_\_\_\_

  
Department Director

7/20/11

Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

8/1/11

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>775</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>775</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

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

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

	Contractor	Revenue	Expense
A	Lory Mills, Inc.	*	\$675
B	Susan Giveon	*	\$100
	Totals	\$0	\$775


\* Revenue included in overall Summer Camp tuition


### C. Departmental Fiscal Review:



## III. REVIEW COMMENTS

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

  
OFMB *at 7/25 ce 7/25/11*

  
Contract Development and Control  
*7-28-11 C. Wheeler*

### B. Legal Sufficiency:

  
Assistant County Attorney *7/29/11*

### C. Other Department Review:

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

REVISED 9/2003  
ADM FORM 01

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

G:\Bzwan\Receive and File Items\Receive & File Agenda Item Aug 16 2011 (ICA).doc

3422 <sup>W</sup> RECREATION SERVICES DIVISION					
ACCOUNT: 0001-580- 5242 3444		VENDOR CODE: VC0000135090		CONTRACT: GIVE13509008115242A	
MC: 60	PS: KH	FSS: 8	CC: 8	CA:	DD: JAC

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

This Agreement is made as of the 6 day of July, 2011, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Susan Giverson, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Earth2Art Jewelry 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 August 1st and will meet thereafter with the termination date of this agreement being August 5th.
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): NA per Revenue Account No. N/A (this program is part of the overall Summer Camp tuition).
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 Hundred Dollars (\$100). 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 \$ 100 or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Jewelry making instruction
  - b. Name of class or activity: Earth2Art Jewelry
  - c. Day(s)/Date(s) Scheduled: Thursday, August 4<sup>th</sup> 2011
  - d. Time Scheduled: 9:30am - 11:30am
  - e. Location: Daggerwing Nature Center in South County Regional Park
  - 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**  
6/27/11

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:  
Lori Heath, Naturalist/Camp Director PH: 561-629-8763
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Recreation Services Division  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: Susan Giveon  
  
CONTRACTOR'S Address: 22580 Lanyard St. Boca Raton, FL 33428  
  
CONTRACTOR'S Phone No. 561-483-2254
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.
15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances

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

20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. **Office of the Inspector General:** Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
22. **Nondiscrimination:** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.


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

**PALM BEACH COUNTY WITNESS**

  
SIGNATURE

NANCY BEALE  
NAME (TYPE OR PRINT)

**CONTRACTOR WITNESS**

  
SIGNATURE

Lori Heath  
NAME (TYPE OR PRINT)

  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

**INDEPENDENT CONTRACTOR**

  
SIGNATURE

Susan Giverson, Art Instructor  
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
COUNTY ATTORNEY

Revision Date: 12/10  
**PALM BEACH COUNTY**

## Scope of Service

Program Description: Earth 2 Art Jewelry

Materials/Resources: Air Drying Clay, twine on string,  
clay cutting tools such as plastic Forks +  
Plastic Knives, watercolor palette,  
watercolor brushes, Acrylic glass  
varnish,  
pencils, Natural Artifacts

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Campers will form ~~an~~ the clay  
and paint/seal it to create  
nature based original wearable  
jewelry.

**Exhibit "B"**

**(Not Applicable)**



RECREATION SERVICES DIVISION / SUMMER CAMP					
ACCOUNT	0001-580-5243-04-3422	VENDOR CODE	LORY 0001	CONTRACT	LOR1000109115243E
MC	PS	FSS	CC	CA	DD

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

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

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Cupcake Decorating 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 July 5, 2011 and will meet thereafter with the termination date of this agreement being July 6, 2011.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): N/A (This program is part of the overall Summer Camp tuition). Revenue Account No. N/A.
3. **Payments To Contractor:**
  - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Six hundred seventy-five Dollars (\$675.00). 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 \$675.00 or NA% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
  - a. Type of service/instructor: Celebration Cake Design/Lory Mills Inc.
  - b. Name of class or activity: Cupcake decorating
  - c. Day(s)/Date(s) Scheduled: Tuesday, July 5, 2011
  - d. Time Scheduled: 1:00 PM – 3:00 PM
  - e. Location: West Jupiter Recreation Center
  - f. A minimum of 40 and a maximum of 84 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**  
6/27/11 13

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
- a. CONTRACTOR agrees to:
    - 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
    - 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
    - 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
    - 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
    - 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
    - 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
    - 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
    - 8. Provide the County Representative with   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:  
Constonsa Alexander PH: (561) 694-5433
12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.
13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Recreation Services Division  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: Celebration Cake Design – Lory Mills  
  
CONTRACTOR'S Address: 23442 SW 57<sup>th</sup> Ave Suite 409, Boca Raton, FL 33428  
  
CONTRACTOR'S Phone No. (561)477-6301
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"). The CONTRACTOR acknowledges and agrees that all employees, volunteers and subcontractors will meet the requirements of Florida State Statute 409.175 by providing a notarized DCF Affidavit of Good Moral Character, the results of a local Palm Beach County Sheriff Office background screen and a letter of clearance from the Department of Children and Families to be a childcare worker. The CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications

associated in complying with Ordinance 2003-030 and Florida State Statute 409.175.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. **Office of the Inspector General:** Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
22. **Nondiscrimination:** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE  
NANCY BEALE  
NAME (TYPE OR PRINT)

Revision Date: 3/11

**PALM BEACH COUNTY**

Jennifer E. Ciullo  
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR  
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

**CONTRACTOR WITNESS**

Adrienne Huisman  
SIGNATURE  
Adrienne Huisman  
NAME (TYPE OR PRINT)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]  
County Attorney

**INDEPENDENT CONTRACTOR**

Lory Mills  
SIGNATURE  
Lory Mills, Pres  
NAME & TITLE (TYPE OR PRINT)

Scope of Services for Celebration Cake Design

Cupcake Decorating Class at West Jupiter Recreation Center, Tuesday, July 5, 2011  
from 1:00 – 3:00 pm.

Celebration Cake Design teaches basic cake design techniques with the use of  
basic bakery design tools and use of packaged baked goods.

Supplies to be used: pre-packaged cupcakes, icing, sprinkles, and icing bags.

PLACE AN X NEXT TO  
YOUR PROGRAM CHOICE



PROGRAM RESERVATION EXHIBIT A  
INVOICE #070511JUP PAGE 2 OF 2

☐ **Original  
Celebration Cake Design  
Cake Decorating**  
\$275.00 for up to 20 participants  
\$7.50 each additional participant  
Children use real cake decorating  
tools and will learn various decorating  
techniques. Children take home  
their cake in a bakery box!

☐ **Deluxe Celebration  
Layer Cakes and Bakers Hats**  
\$475.00 for up to 20 participants  
\$19.75 each additional participant  
Each child takes home their layer  
cake in a bakery box, wearing their  
decorated bakers hat!

☐ **Team Session  
Cake Decorating**  
\$275.00 for up to 20 participants  
\$5.50 each additional participant  
Teams of four children decorate a  
team cake, then share in their artistic  
creation as they eat their cake for a  
snack! Camp provides plates,  
napkins, forks and drinks for snack  
time.

☒ **Cupcake Decorating**  
\$275.00 for up to 20 participants  
\$6.25 each additional participant  
Children decorate a cupcake for  
snack. When they are done snacking,  
they will decorate their own cupcake  
box to safely take home a second  
delicious cupcake.

☐ **Festival  
Cupcake Decorating**  
\$275.00 for up to 20 participants  
\$3.00 each additional participant  
Children walk up to decorating table  
for instruction on how to decorate  
their cupcake. When they are done  
decorating, they take and eat their  
cupcake.

☐ **T-Shirt Shout Out**  
\$298.00 for up to 20 participants  
\$15.00 each additional participant  
Children choose from various stencil  
designs, learn to use fabric paints  
and brushes, and create a wearable  
work of art! T-shirts and all craft  
supplies are included.

TUESDAY, JULY 5<sup>TH</sup>  
PROGRAM DATE

1:00-3:00  
START TIME

84 6-11  
APPROXIMATE PARTICIPATION AGE OF PARTICIPANTS

**WEST JUPITER RECREATION CENTER  
6401 INDIANTOWN ROAD, JUPITER**  
Name and address where program will be held

**561 694-5430**  
Phone number where program will be held

**CONSTONSA ALEXANDER  
WEST JUPITER RECREATION CENTER  
6401 INDIANTOWN ROAD  
JUPITER, FL 33458**  
Contact name and mailing address for invoice

**Calexand@pbcgov.org**  
E-mail address for program confirmation

**CONSTONSA ALEXANDER**  
Name of person requesting program reservation

**Please Note Our Participation Requirements**

To ensure adequate supplies are available for your participants, an updated participation count is required 14 days in advance of your program. This is the minimum participation count that will be reflected on your invoice to cover the cost of supplies purchased for your program. At your request, any unused supplies that you have been invoiced for will be left with you at the end of the program. No refunds are given if participation is lower than expected on the day of the program. Any additional participants over the original participation will be invoiced at the price listed per participant.

Invoice amount for up to 84 participants \$ 675.00

\_\_\_\_\_ additional participants @ \$6.25 \_\_\_\_\_

Total Due \_\_\_\_\_

Celebration Cake Design  
23442 SW 57th Ave Ste. 409 Boca Raton, FL 33428  
Call us at (561) 477-6301 or email [celebrationcake@aol.com](mailto:celebrationcake@aol.com)  
FEIN # 47-0897433

**Exhibit “B”**

**(Not Applicable)**