

Agenda Item #: **3.M.6.**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **October 3, 2006**

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:** The executed Independent Contractor Agreements received during the month of August.

1. Evan Reif, Synchronized Swim Team Manager, Aqua Crest Pool (REIF57030806530300D);
2. Evelyn Dowling, Synchronized Swimming Coach, Aqua Crest Pool (DOWL1060300806530300A);
3. James Grice, Basketball Official, West Boynton Park & Recreation Center (GRI163020806525200A).

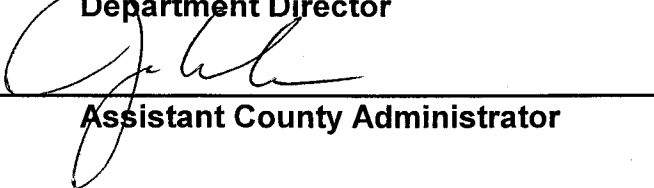
Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating department as a receive and file agenda item. These Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners by the County Administrator/Director of the Parks and Recreation Department in accordance with Resolution R94-422, amended by Resolution R02-2103, and are now being submitted to the Board for receive and file. **Countywide (AH)**

Background and Justification: The Independent Contractor Agreements with recreation instructors and sports officials (Resolution R94-422, amended by Resolution R02-2103) was adopted by the Board to streamline the process of hiring recreation instructors and sports officials. The Board granted the 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 of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board for receive and file.

Attachments: Independent Contractor Agreements (3)

Recommended by: 
Department Director

9/8/06
Date

Approved by: 
Assistant County Administrator

9/18/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>19,083</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(24,658)</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>(5,575)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5303 and 5252
 Object 3422 Program N/A
 Budget Revenue Source Code: 0001-580-5303-4724

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

	Contractor	FY2006		FY2007	
		Revenue	Expense	Revenue	Expense
A	Evan Reif	< 3,646 >	2,917	< 18,229 >	14,583
B	Evelyn Dowling	< 1,286 >	900	< 6,429 >	4,500
C	James Grice	0	2,232	0	0
	Total	< 4,932 >	6,049	< 24,658 >	19,083

C. Departmental Fiscal Review: *equal match*

III. REVIEW COMMENTS

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

The items above are included in the 2007 proposed budget.

Jim Doherty 9-13-06
 OFMB 9/13/06
 208 ON 9/12/06
 09/11/06

Jim J. Jacobs 9/14/06
 Contract Development and Control
 E. Jones 9/14/06

B. Legal Sufficiency:

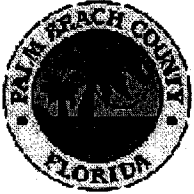
Anne Delgent 9/18/06
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

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



Palm Beach County
Parks and Recreation Dept.

DATE : 08/14/2006

Contract Tracking System 0000001257

CONTRACT INFORMATION
Active

REIF57030806530300D

Certificate of Insurance

NAME : REIF, EVAN
VENDOR CODE: REIF5703
INSTRUCTOR: SYNCHRONIZED SWIM TEAM MANAGER
ACCOUNT NUMBER : 0001-580-5303-00-3422
LOCATION: AQUA CREST POOL
PROGRAM: SWIMMING

CONTRACT DATE : 08/11/2006
START DATE : 08/01/2006
END DATE : 07/31/2007

CONTRACT AMOUNT : 17,500.00 REVENUE AMOUNT: 17,500.00
USED AMOUNT : 0.00 USED AMOUNT : 0.00
AMOUNT LEFT : 17,500.00 AMOUNT LEFT : 17,500.00

ASSIGNED CATEGORIES:

SYNCHRONIZED SWIMMING 0.80 Pct

0001-580-5303-3422					SPECIAL FACILITIES & BEACHES				
VENDOR CODE: REIF 5703			CONTRACT:						
MG: <i>gp</i>	PS: DHL	CC: TS	CA: QTD	DD: <i>[Signature]</i>					

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

This Agreement is made as of the 11 day of Aug, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Evan Reif, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) Competitive US Synchronized Swimming 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 1, 2006 and will meet thereafter with the termination date of this agreement being July 31, 2007.

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): \$55.00 - \$75.00 per participant per month. Revenue Account No.001-580-5303-4724-02.

3. **Payments To Contractor:**

a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Seventeen Thousand five hundred dollars, (\$17,500.00). 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 **80%** of the paid enrollment fees for the class or activity.

4. **Specific Details:**

- a. Type of service/instructor: Synchronized Swimming Team Manager
- b. Name of class or activity: Competitive US Synchronized Swimming Program
- c. Day(s)/Date(s) Scheduled: Monday - Sunday
- d. Time Scheduled: Monday - Friday, 5:30pm - 7:30pm, Saturday, 8:00am - 1pm, Sunday, 10:00am - 1:00pm
- e. Location: Aqua Crest Pool
- f. A minimum of 12 and a maximum of 60 paid enrollments must be received by the COUNTY prior to

received
7/19/06

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

5. **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 14 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:

Joseph T. McNeeley, Aqua Crest Facility Manager PH: 561.278.7104.

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 Special Facilities & Beaches
 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: Evan Reif

CONTRACTOR'S Address: 2995 Norway Pine Lane, Lantana, FL 33462

CONTRACTOR'S Phone No. 561.906-2192(cell), 561.515.2900(work), 561.357.5780(home)

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

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

Louise Kelly
SIGNATURE

LOUISE KELLY
NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

J. J. McNeely
SIGNATURE

Joseph T. McNeely, Facility MGR
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

[Signature]
COUNTY ADMINISTRATOR (IF CONTRACT VALUE EXCEEDS \$10,000)

INDEPENDENT CONTRACTOR

[Signature]
SIGNATURE

EVAN P. REIF, TEAM MGR
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delgado
COUNTY ATTORNEY