

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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 13, 2007

☒ 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 adopt: a Resolution amending Resolution No. 94-422 as amended by Resolution No. 2002-2103 delegating authority to the Assistant Director of Parks and Recreation to sign Independent Contractor Agreements for recreation instructors and sports officials.

Summary: This amendment to Resolution No. 94-422 as amended by Resolution No. 2002-2103 will extend to the Assistant Director of Parks and Recreation the authority to sign Independent Contractor Agreements for recreation instructors and sports officials. Due to the number and value of these contracts and the need to execute them expeditiously, particularly in the absence of the Director of Parks and Recreation, the Department recommends extending signing authority to the Assistant Director. Countywide (AH)

Background and Justification: On April 5, 1994, the Board adopted Resolution No. 94-422 delegating the authority to execute standard independent contractor agreements on behalf of the Board for securing temporary recreation instructors and sports officials to the County Administrator and the Director of Parks and Recreation. Resolution No. 2002-2103 was adopted on November 19, 2002, which increased the approval authority of both.

The use of independent contractors for the provision of recreation services and officiating has been a common practice in the field of Parks and Recreation for many years. Executing these contractors does not constitute a policy making decision and should continue to be handled administratively. There is a tremendous need to expedite these agreements, primarily for sports officials, and granting signing authority to the Assistant Director will assist in preventing delays in sporting event and program scheduling.

Attachments:

1. Resolution No. R94-422
2. Resolution No. 2002-2103
3. Resolution No. R2006-

Recommended by


Department Director

Approved by:


Assistant County Administrator

Date

2-15-07

Date

2/27/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT		-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Depart _____ Unit _____
 Object _____ Program _____

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

my initial mat

III. REVIEW COMMENTS:

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

2/21/07 OFMB *ms CN* 2/21/07 02/20/07

Comments: Don J. Smith 2/22/07
Contract Dev. and Control
2/22/07

B. Legal Sufficiency:

Anne Welford 2-23-07
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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

APPROVED
BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF 4/5/94
Barbara D. Miller
MINUTES & RECORDS SECTION D.C.

Agenda Item ..

7K-1#1

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

F/N 4-0

A/M/R abs.

R-94-422

Meeting Date: April 5, 1994

[] Consent

☒ Regular

[] Ordinance

[] Public Hearing

Department: Parks and Recreation Department

I. EXECUTIVE BRIEF

A. **Motion and Title:** Staff recommends motion to adopt: A Resolution authorizing the County Administrator or Director of Parks and Recreation to execute standard Independent Contractor Agreements for the provision of part-time temporary recreation instructors.

B. **Summary:**

When the Board of County Commissioners approved Ordinance 93-27, they specifically exempted part-time temporary recreation instructors from regular procurement processes with the understanding that those services were more appropriately acquired through independent contractor agreements. With Parks and Recreation employing over 200 such instructors annually, it is believed that handling such contracts administratively is in the best interest of the County. To do so requires the delegation of authority to execute those agreements to the County Administrator or Director of Parks and Recreation. Countywide KS

C. **Background and Justification:**

Contractual instructors and sports officials have previously been hired through the use of price agreements. That process was determined to be an inappropriate mechanism for the procurement of such services because the price agreements were not for specific service at specific prices with a specific company/individual. Through their exemption in Ordinance 93-27 those services could be more properly acquired through independent contractor agreements of greater specificity.

Annually, approximately 200 such contractors are hired with 95 percent earning less than \$3,000. Due to the amount of contractors, their size and the time frame necessary to bring matters before the Board, it is believed that these contracts would be best handled administratively. To do so requires the delegation of authority to the County Administrator or Director of Parks and Recreation.

Departmental PPM's have been developed that specify advertising and recruitment guidelines to insure opportunities for minority instructors. Additionally, a PPM has been developed that minimally requires the County Administrator's review of and concurrence with any instructor agreement for \$5,000 and above.

D. **Attachments:**

1. Part-time Recreation Instructor Agreement
2. Part-time Recreation Instructor PPM

Recommended by:

Dominic L. Llanos
Department Director

3/7/94
Date

Approved by:

Jean Cramer
Assistant County Administrator

3/30/94
Date

555

Fiscal Years	1994	1995	1996	1997	1998
Capital Expenditures	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>
Operating Revenues	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>
Is Item Included In Current Budget?	Yes <u> </u>			No <u> </u>	
Budget Account No.:	Fund <u> </u>	Agency <u> </u>	Org. <u> </u>	Object <u> </u>	
	Reporting Category <u> </u>				

There is no fiscal impact as a result of this action as it only involves the procedure for expending money already allocated for part-time temporary recreation instructors.

A. CMB Fiscal and/or Contract Administration Comments:

William P. H. H. H.
OFMB

Lucien S. Jacobson
Contract Administration 3/14/93

Kathleen M. Scarlett
Assistant County Attorney

As a standard form is provided for use by contractors in this designated area, and a PPM is in place in the Parks & Recreation Department to implement the proposed process, CDC is of the opinion that this item is in the spirit of reinventing government.

Department Director

ADM FORM 02

2

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DIRECTOR OF PARKS AND RECREATION TO EXECUTE STANDARD INDEPENDENT CONTRACTOR AGREEMENTS FOR THE PROVISION OF PART-TIME TEMPORARY RECREATION INSTRUCTORS.

WHEREAS, the Board of County Commissioners (BCC) offers recreation programs through its Parks and Recreation Department; and

WHEREAS, that Department makes use of part-time temporary instructors as a cost effective means of offering and staffing those programs; and

WHEREAS, the types of instructors hired are for programs such as, but not limited to, golf and tennis instruction, swim lessons, photography, cultural activities, therapeutic recreation, canoeing and after school programs; and

WHEREAS, services of part-time recreation instructors are exempt from the County's Purchasing Ordinance procedures; and

WHEREAS, the number of Contractors currently fluctuates between two hundred (200) and two hundred fifty (250) per year and the execution thereof by the County Administrator, or Director of Parks and Recreation will expedite service to the public; and

WHEREAS, the execution of the standard Independent Contractor Agreement does not constitute a policy-making decision and is a ministerial function which the Board wishes to delegate.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The County Administrator or Director of Parks and Recreation is hereby authorized to execute standard Independent Contractor Agreements (a copy of which is attached hereto) on behalf of the BCC for the purpose of securing part-time temporary recreation instructors and which have been approved as to legal form and sufficiency by the County Attorney or designee.

2. Contracts with estimated payments of \$5,000 and above must be approved by the County Administrator.

3. Should any special condition(s) be added or modifications be made to a standard Independent Contractor Agreement by the Parks and Recreation Department and Recreation Instructor said Agreement shall be presented to the BCC for consideration and approval.

4. Hiring of and payments to part-time recreation instructors and officials shall be made pursuant to the County's policy on direct payments for goods and services exempt from the Purchasing Ordinance and the policies and procedures of the Parks and Recreation Department.

The foregoing Resolution was offered by Commissioner Foster, who moved its adoption. The motion was seconded by Commissioner Newell, and upon being put to a vote, the motion passed as follows:

COMMISSIONER MARY MCCARTY	-	Aye
COMMISSIONER KEN L. FOSTER	-	Aye
COMMISSIONER KAREN T. MARCUS	-	Absent
COMMISSIONER CAROL A. ROBERTS	-	Absent
COMMISSIONER WARREN H. NEWELL	-	Aye
COMMISSIONER BURT AARONSON	-	Absent
COMMISSIONER MAUDE FORD LEE	-	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 5th day of April, 1994.

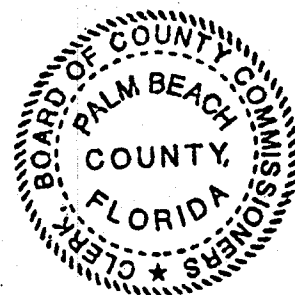
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

Dorothy H. Wilken, Clerk

Barbara A. Myl
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Kathleen M. Scarlett
County Attorney



INDEPENDENT CONTRACTOR AGREEMENT
FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

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

W I T N E S S E T H:

WHEREAS, the COUNTY desires to make available (a) (an) _____ Program, and to contract with an INSTRUCTOR 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 or activity will begin on _____, 19____ and will meet thereafter with the termination date of this agreement being _____, 19____.

2. Specific Details:

- a. Name of class or activity _____
- b. Day(s) Scheduled _____
- c. Time Scheduled _____
- d. Location _____
- e. A minimum of _____ and a maximum of _____ 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.

3. Fees:

a. The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all fees and charges from participants. The fees charged by the COUNTY for this class or activity is _____.

b. The CONTRACTOR's fee shall be the sum of \$ _____ or _____ % of the paid enrollment fees for the class or activity. Payment shall be made to the CONTRACTOR by the COUNTY as follows: _____

4. 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.

5. 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.

6. 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.

7. Subcontracting: The CONTRACTOR may not, without approval of the COUNTY, subcontract any rights, responsibilities or obligations under this Agreement.

8. Performance:

a. The CONTRACTOR agrees to:

(1) Perform the services set forth herein in a competent and professional manner and to provide said services in a safe and responsible manner with full regard for the safety of the participants as well as the facility.

(2) Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.

(3) 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, the CONTRACTOR should report said condition immediately to the Supervisor and postpone said class or activity until further direction.

(4) 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.

(5) 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.

(6) Provide the Supervisor with _____ days notice of all anticipated absences. The CONTRACTOR shall immediately notify the Supervisor of any unanticipated absences such as personal/family illnesses.

b. The COUNTY agrees to:

(1) Maintain the facilities, equipment and/or supplies 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.

9. Exhibits: If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's completed application should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

10. Indemnification: The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any and all negligent act or omission of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

11. **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
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: _____
Address: _____

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

WITNESSES

WITNESSES

PALM BEACH COUNTY

Signature and Title

Type or Print Name

INDEPENDENT CONTRACTOR

Signature and Title

Type or Print Name



POLICIES & PROCEDURES
PARKS AND RECREATION DEPARTMENT

TO: TO RECREATION DIVISION PERSONNEL	SECTION: GENERAL RECREATION DIVISION
APPROVED BY: DENNIS L. ESHLEMAN, DIRECTOR	SUBJECT: PERSONNEL: PART-TIME RECREATION INSTRUCTORS AND OFFICIALS

PURPOSE: To outline policy and procedures to be observed in the recruitment and selection of contractual personnel.

AUTHORITY: Dennis L. Eshleman, Director of Parks and Recreation

POLICY:

It is Departmental policy that all persons shall be eligible to apply for contractual services positions regardless of race, color, religion, sex, sexual preference, national origin, age, disability or marital status.

PROCEDURE:

The following procedures are established to ensure Division-wide consistency in the filling of contractual services positions:

- ♦ **Recruitment:** When a contractual vacancy exists, Recreation Division staff will recruit via one or more of the following:
 - Submit vacancy information for inclusion in local public service announcements (newspapers, radio, television).
 - Post announcement at the facilities at which the vacancy exists.
 - Recruit through word-of-mouth contacts, encouraging all interested persons to contact the appropriate Division personnel.

DATE ISSUED:	DATE EFFECTIVE:	SUPERSEDES/RESCINDS:	PPM NUMBER:
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The interested person(s) then submits a completed Application for Employment to the appropriate section within the Recreation Division.

In order to maintain a sufficient number of applications on file, staff in those operations that experience extensive contractual services turnover may elect to submit quarterly releases for instructor services to local media.

Minimum qualifications will be established for each position based on:

- required education, training and/or certification
- required experience
- requirements of the local market

- ♦ **Screening:** Screening for minimum qualifications will occur internally within the Recreation Division. All applications on file for a particular vacancy will be screened according to minimum qualifications and only those who meet minimum qualifications may be selected for an interview.

There will be no established number of applicants to interview for any given vacancy.

- ♦ **Interviewing:** Recreation Division personnel will conduct interviews to determine the most qualified contractual services provider(s). Interviews may be oral or written and may include the requirements of providing a program outline, syllabus or schedule, proof of experience and/or references.

No fewer than three (3) separate applicants shall be interviewed for any vacancy unless there are fewer than three (3) applications on file in the Recreation Division. Eligibility lists of potential instructors who have been previously interviewed and judged as "will consider" may be maintained for six (6) months to enable rapid replacement of an instructor.

- ♦ **Selection:** The selectee is notified by the Recreation Division personnel orally or in writing. Once the selectee confirms his or her intentions of providing the needed services, he or she signs the attached contract. All such contracts with estimated earning of \$5,000 and above will require the approval of the County Administrator.

Copies of the contract are retained by the contractual employee and the Department of Parks and Recreation.

PPM #
Page 3 of 3

The selectee then attends the appropriate section training to become oriented to the specifics of service delivery.

To ensure recruitment opportunities for minorities in the absence of a Countywide Affirmative Action Plan for contractual services, the following supplemental steps will be taken by the Recreation Division:

♦ **Recruitment:** Ongoing strategies to target recruitment efforts to minorities are geared toward expanded advertising to ensure an adequate pool of qualified individuals. Expanded advertising can include:

- Posting of vacancies at Community Centers.
- Forwarding of vacancy notices directly to minority radio stations and newspapers.
- Quarterly press releases to local media informing all interested applicants of the spectrum of contractual positions in the County to include the acknowledgement that the County is an EO/AA employer, M/F/V/H.

♦ **Tracking of Applicant Flow Data:** Upon receiving a completed application, Division staff will detach the Applicant Data Record and forward same to the EEO Specialist in Employee Relations and Personnel for applicant tracking.

♦ **Selection:** Upon selecting a particular individual to fill a contractual vacancy, staff will complete and forward the attached form to the EEO Specialist in Employee Relations and Personnel who will then complete the tracking considerations for this position. A copy of this form is sent to the Finance Department to authorize payment.

On an annual basis the EEO Specialist will notify the Recreation Division of their minority participation results for the year recently completed. Should these results reflect an underrepresentation of minorities, revised procedures will be developed and implemented.

ATTACHMENTS:

- Recreation Independent Contractor Agreement
- Notification of Selection

2

Agenda Item #: 3.M.13

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R-2003-3103

Ms/A 7-0

Meeting Date: November 19, 2002

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department:

Parks and Recreation Department

1. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) adopt a Resolution amending Resolution No. 94-422, authorizing the County Administrator or his designee to execute standard Independent Contractor Agreements for the provision of part-time temporary recreation instructors, to include all recreation instructors and sports officials, and to increase the approval authority of designee; and B) approve a new standard Independent Contractor Agreement to be used for recreation instructors and sports officials.

Summary: This amendment to Resolution No. 94-422 will align the delegated authority of the County Administrator or his designee with the amended Purchasing Ordinance as it relates to recreation instructors and sports officials; will increase the Department Directors approval authority from \$5,000 to \$10,000; will add improved payment, billing and contractor notification language to the existing standard independent contractor agreement; and will clarify the roles and responsibilities of the independent contractor and the County. Countywide (GB)

Background and Justification: On April 5, 1994 the Board adopted resolution No. 94-422 which delegated the authority to execute standard independent contractor agreements on behalf of the BCC for the purpose of securing part-time temporary recreation instructors and sports officials. The Parks And Recreation Department Director approves contracts with estimated payments of less than \$5000. Contracts with estimated payments of \$5000 or greater require the County Administrators approval. These instructors had been exempted from the regular procurement process in Chapter 2, Article III, Division 2, Part A, Section 2-51(e) "Application/Exemptions" of the Palm Beach County Code. On September 26, 2000, the Code was further amended to exempt all recreation instructors and sports officials from the regular procurement process.

The use of independent contractors for recreation programs and sports officiating has been a standard industry practice in the field of Parks and Recreation for a number of years. Approximately 200 instructors are hired contractually per year by the County, to provide a variety of specialized recreation services. Ninety percent of these contractors continue to earn less than \$5000. With The popularity of the programs, the demand for year round program offerings, and the utilization of contractors on a year round basis the need for non temporary instructors has grown. Due to the number and value of contracts and the time frame necessary to bring matters before the Board it is believed that these contracts should continue to be handled administratively. For this reason the Department recommends expanding this delegated authority to authorize the County Administrator or Director of Parks and Recreation to execute Standard Independent Contractor Agreements for recreation instructors and sports officials for year round programs and activities. Additionally, under this authority the approval limits would be increased to \$10,000 for the Department Director, with contracts of \$10,000 or more requiring the County Administrators approval.

Attachments:

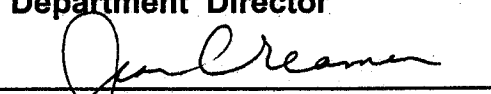
1. Resolution
2. New Standard Independent Contractor Agreement

Recommended by:


Department Director

10/23/02
Date

Approved by:


Assistant County Administrator

11/5/02
Date

3 M 13

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2003	2004	2005	2006	2007
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues					
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>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) -0- -0- -0- -0- -0-

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____

Reporting Category _____

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

C. Departmental Fiscal Review:

my will not

III. REVIEW COMMENTS:

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

@ Bergman 10.28.02
 10/25/02
 OFMB
 10/24/02
 10/24/02
 10/29/02
 Contract Dev. and Control

B. Legal Sufficiency:

Legal Sufficiency:

[Signature] 10/1/02

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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

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RESOLUTION NO. R-2002-2103

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING RESOLUTION NO.94-422 AUTHORIZING THE COUNTY ADMINISTRATOR OR DIRECTOR OF PARKS AND RECREATION TO EXECUTE STANDARD INDEPENDENT CONTRACTOR AGREEMENTS FOR THE PROVISION OF RECREATION INSTRUCTORS AND SPORTS OFFICIALS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Resolution No. R-94-422 was adopted by the Board of County Commissioners on April 5, 1994, which authorized the County Administrator to execute standard Independent Contractor Agreements for the provision of part-time temporary recreation instructors;

WHEREAS, on September 26, 2000 the Board of County Commissioners exempted all recreational instructors and sports officials from the purchasing ordinance;

WHEREAS, the services of recreation instructors and sports officials are required by the Parks & Recreation Department to offer programs and activities throughout the County;

WHEREAS, the execution of standard Independent Contractor Agreements with recreation instructors and sports officials does not constitute a policy-making decision and is a ministerial function which the board wishes to delegate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. Purpose of this Resolution

The sole purpose of this resolution is to amend Resolution R-94-422 to expand the delegated authority granted to the County Administrator and Director of Parks and Recreation in R-94-422 to

include all recreation instructors and sports officials.

Section 2. Amendment to Section 1 of Resolution R-94-422

Section 1 of Resolution 94-422 is amended to read:

The County Administrator or Director of Parks and Recreation is hereby authorized to execute standard Independent Contractor Agreements(a copy of which is attached hereto) on behalf of the BCC Board of County Commissioners for the purpose of securing ~~part-time temporary~~ recreation instructors and sports officials and which have been approved as to legal form and sufficiency by the County Attorney or designee.

Section 3. Amendment to Section 2 of Resolution R-94-422

Section 2 of Resolution R- 94-422 is amended to read:

Contracts with estimated payments of ~~\$5,000~~ \$10,000 and above must be approved by the County Administrator

Section 4. Amendment to Section 3 of Resolution R-94-422

Section 3 of Resolution R- 94-422 is amended to read:

Should any special condition(s) be added or modifications made to a standard Independent Contractor Agreement by the Parks and Recreation Department and Recreation Instructor and Sports Official said Agreement shall be presented to the BCC Board of County Commissioners for consideration and approval.

Section 5. Amendment to Section 4 of Resolution R-94-422

Section 4 of Resolution R-94-422 is amended to read:

Hiring of and payment to ~~part-time~~ recreation instructors and sports officials shall be made pursuant to the County's policy on

direct payments for goods and services exempt from the Purchasing Ordinance and the policies and procedures of the Parks and Recreation Department.

Section 6. Effective Date

This Resolution shall take effect upon its adoption by the Board of County Commissioners.

The foregoing resolution was offered by Commissioner Masilotti
_____, who moved its adoption. The motion was seconded
by Commissioner Aaronson _____, and upon being put to a
vote, the vote was as follows:

District 1 Commissioner Marcus	- Aye
District 2 Commissioner Koons	- Aye
District 3 Commissioner Newell	- Aye
District 4 Commissioner McCarty	- Aye
District 5 Commissioner Aaronson	- Aye
District 6 Commissioner Masilotti	- Aye
District 7 Commissioner Greene	- Aye

The Chairman thereupon declared the Resolution duly passed
and adopted this 19 Day of November
_____, 2002.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

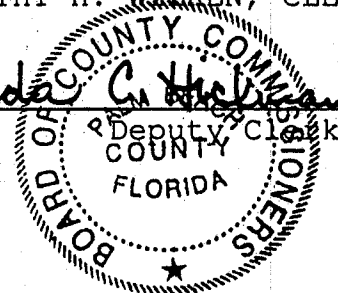
BY: _____

County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

DOROTHY H. WILKEN, CLERK

BY: _____



SPECIAL FACILITIES & BEACHES

ACCOUNT: _____ VENDOR CODE: _____ CONTRACT: _____

M/C: PS: CC: DD:

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

This Agreement is made as of the ____ day of _____, 2002, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and _____, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) _____ 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 or activity will begin on _____, 20 ____ and will meet thereafter with the termination date of this agreement being _____, 20 ____.
2. **Fees:**
 - a. 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): _____, per _____. Revenue Account No. _____.
3. **Payments To Contractor**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of _____ Dollars (\$_____). 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 _____ % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: _____
 - b. Name of class or activity: _____
 - c. Day(s)/Date(s) Scheduled: _____
 - d. Time Scheduled: _____
 - e. Location: _____

- f. A minimum of _____ and a maximum of _____ 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.
6. **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.
7. **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.
8. **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.
9. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
10. **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 _____ 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, equipment and/or supplies 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:
 _____ PH: _____
12. **Indemnification:** The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any and all negligent 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: _____
 CONTRACTOR'S Address: _____
 CONTRACTOR'S Phone No. _____
 Social Security / Federal I.D. # _____

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

PALM BEACH COUNTY WITNESS

 SIGNATURE

 NAME (TYPE OR PRINT)

CONTRACTOR WITNESS

 SIGNATURE

 NAME
 (TYPE OR PRINT)

PALM BEACH COUNTY

 DEPARTMENT DIRECTOR / ASSISTANT DIRECTOR

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

INDEPENDENT CONTRACTOR

 SIGNATURE

 NAME & TITLE (TYPE OR PRINT)

RESOLUTION NO. R-2006-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING RESOLUTION NO. 94-422 AUTHORIZING THE COUNTY ADMINISTRATOR OR DIRECTOR AND ASSISTANT DIRECTOR OF PARKS AND RECREATION TO EXECUTE STANDARD INDEPENDENT CONTRACTOR AGREEMENTS FOR THE PROVISION OF RECREATION INSTRUCTORS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Resolution No. R-94-422 was adopted by the Board of County Commissioners on April 5, 1994, which authorized the County Administrator and Director of Parks and Recreation to execute standard Independent Contractor Agreements for the provision of part-time temporary recreation instructors; and

WHEREAS, Resolution No. 2002-2103 was adopted by the Board of County Commissioners on November 19, 2002, which authorized the County Administrator and Director of Parks and Recreation to execute standard Independent Contractor Agreements for the provision of recreation instructors and sports officials; and

WHEREAS, the services of recreation instructors and sports officials are required by the Parks and Recreation Department to offer programs and activities throughout the County; and

WHEREAS, the Board of County Commissioners desires to delegate to the Assistant Director of Parks and Recreation the authority to execute standard Independent Contractor Agreements for the provision of recreation instructors and sports officials; and

WHEREAS, the execution of standard Independent Contractor Agreements with recreation instructors and sports officials does not constitute a policy-making decision and is a ministerial function which the Board of County Commissioners wishes to delegate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Purpose of this Resolution:

The sole purpose of this resolution is to amend Resolution R-94-422 to

expand the delegated authority granted to the County Administrator and Director of Parks and Recreation in R-94-422 to include the Assistant Director of Parks and Recreation.

Section 2. Amendment of Section 1 of Resolution R-94-422

Section 1. of Resolution 94-422 is amended to read:

The County Administrator or Director and Assistant Director of Parks and Recreation is hereby authorized to execute standard Independent Contractor Agreements (a copy of which is attached hereto) on behalf of the Board of County Commissioners for the purpose of securing recreation instructors and sports officials and which have been approved as to legal form and sufficiency by the County Attorney or designee.

Section 4. Effective Date

This Resolution shall take effect upon its adoption by the Board of County Commissioners.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Addie L. Greene, Chairperson	—
Commissioner John F. Koons, Vice Chair	—
Commissioner Karen T. Marcus	—
Commissioner Warren H. Newell	—
Commissioner Mary McCarty	—
Commissioner Burt Aaronson	—
Commissioner Jess R. Santamaria	—

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ Day of _____, 200____.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

SHARON R. BOCK, Clerk & Comptroller

By: _____

By: _____
Deputy Clerk