

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **May 1, 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 approve: a Professional Services Contract with Kiril Zahariev, in an amount not-to-exceed \$150,000, for one year, with two (2) additional twelve (12) month renewal options, effective May 1, 2007, through April 30, 2008, for USA swimming coaching services at the North County Aquatic Complex.

Summary: Recreation instructors and sports officials are exempt from the Purchasing Ordinance. Resolutions 94-422 and 2002-2103 granted Departmental authority to sign independent contractor agreements with recreation instructors and sports officials. Kiril Zahariev contracted with the County over the past three years as a swim coach for the Jupiter Dragons Swim Team at the North County Aquatic Complex. The term of the contract coupled with the size of the program now exceeds the intent of authority originally delegated. Staff recommends the coaching services of Kiril Zahariev be extended through the use of a professional services contract. District 1 (AH)

Background and Justification: In accordance with Resolution 94-422, as amended by Resolutions 2002-2103 and 2007-0409, and Parks and Recreation's Departmental PPM regarding recreation instructors and sports officials, Kiril Zahariev has been the North County Swim Team Coach to oversee the Jupiter Dragons Swim Team program for the past three years. His current contract terminated on April 30, 2007. Having reviewed his three years of operations and experience, and receiving substantial input from the swimmers and their parents, staff has determined that continuing with the existing coaching staff is in the best interest of the County, the swim team participants, and the programs consistency.

The attached contract has been developed to outline the relationship between the North County Swim Team Coach and Palm Beach County to continue this highly successful program. In order to avoid the severe disruption that a change in coaches would cause, staff recommends the County enter into a one year contract, with the option to renew for two (2) additional twelve (12) month periods with Kiril Zahariev. This is a self sustaining program in which revenues exceed expenditures, with the County retaining 20% and the contractor receiving 80%.

Attachments:


1. Professional Services Contract
2. Resolution 94-422
3. Resolution 2002-2103
4. Resolution 2007-0409
5. Parks and Recreation Departmental PPM

Recommended by: _____


Department Director

4/11/07
Date

Approved by: _____


Assistant County Administrator

4/30/07
Date

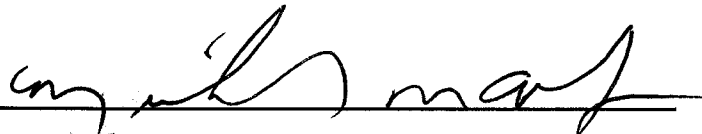
II. FISCAL IMPACT ANALYSIS

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>62,500</u>	<u>87,500</u>	<u> </u>	<u> </u>	<u>-0-</u>
External Revenues	< <u>78,125</u> >	< <u>109,375</u> >	<u> </u>	<u> </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>(15,625)</u>	<u>(21,875)</u>	<u> </u>	<u> </u>	<u>-0-</u>
# ADDITIONAL FTE	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

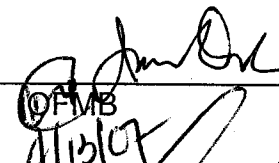
Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Department 580 Unit 5305
 Object 3422 Program
 Revenue Budget Account No.: 0001-580-5305-4724

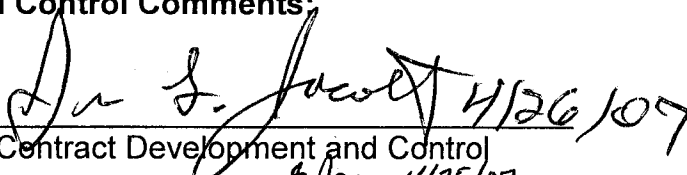
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 

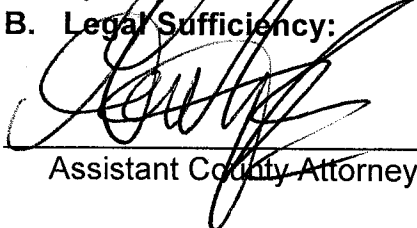
III. REVIEW COMMENTS

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

 4-17-07
 OFMB
 4/15/07
 mg
 4/13/07
 CN
 4/12/07

 4/26/07
 Contract Development and Control
 Jones 4/25/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:
 4/30/07
 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

CONTRACT FOR USA SWIMMING COACHING SERVICES

This Contract is made as of the _____ day of _____, 2007, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Kiril Zahariev, an individual authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide USA Swimming coaching services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Dave Lill, telephone no. (561)966-6630.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be Kiril Zahariev, telephone no. (561)626-7654.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on May 1, 2007, and complete all services by April 30, 2008, with the option to renew for two (2) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services shall not exceed a total contract amount of One Hundred Fifty Thousand Dollars (\$150,000). 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 monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is 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 eighty percent (80%) of the paid enrollment fees for the class or activity.
- C. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This shall constitute CONTRACTOR'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONTRACTOR shall provide the COUNTY with a copy of the CONTRACTOR'S contract with any SBE subcontractor or any other related documentation upon request.

The CONTRACTOR understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE'S must be submitted to the COUNTY'S representative and to the Office of Small Business Assistance.

The CONTRACTOR shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.
- B. **Commercial General Liability** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONTRACTOR doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.
- E. **Professional Liability** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.
- F. **Additional Insured** CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read

“Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** CONTRACTOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Parks & Recreation Department
Aquatics Division
2700 Sixth Avenue South
Lake Worth, FL 33461

- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors,

administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 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, judgement, 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 Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The 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, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS 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).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Dave Lill, Director
Aquatics Division
Palm Beach County
Parks & Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

With copy to:

Palm Beach County Attorney's Office

301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Kiril Zahariev
152 Middlebury Drive
Jupiter, FL 33458

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - 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 contract 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 record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

~~Chairman~~
Addie L. Greene, Chairperson

WITNESS:

Signature

CONTRACTOR:

Company Name

Jennifer Anglin

Name (type or print)

Signature

Signature

Kiril Zahariev
Name (type or print)

DENNIS CONNOLLY
Name (type or print)

Head Coach
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Dennis L. Eshleman, Director
Parks & Recreation Department

SCOPE OF SERVICES

The basic requirements for the USA Swimming Head Coach (CONTRACTOR) are as follows:

A. Scope of Work

The CONTRACTOR has the responsibility of training swimmers in preparation for competitive swim programs. CONTRACTOR must organize and supervise the competitive swim program as well as instruct and train the participants in competitive swimming. CONTRACTOR is responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming; and technical instruction of competitive swimmers. Participants will be supervised during a variety of exercises, swimming drills, and instructional sessions. CONTRACTOR will supervise swimmers at practices and meets; will oversee the entry of swimmers in sanctioned USA competition and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming. The COUNTY will pay for the annual membership to USA swimming upon receipt of the invoice sixty days prior to due date.

Palm Beach County Parks and Recreation Department desires to serve all constituents of the public by providing programming for all ages and skills levels.

Perform the services set forth herein in a competent, professional, safe and responsible manner with full regard for the safety of the participants as well as for the facility.

Immediately upon arrival at the facility, inspect the site prior to beginning any activity. Prior to swimmers entering the water perform a water test with facilities test kit for chemical levels in the water, if chemical levels are not reading between 1.5-3.0 for chlorine and 7.2-7.6 for pH, swimmers should not enter the pool. Should any other safety condition exist at the facility, the CONTRACTOR will report said condition to the facility manager immediately upon the manager's arrival at the facility. If the condition creates a risk to the participants or spectators, the activity will be postponed until corrective action has been completed.

CONTRACTOR will be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone practice sessions when conditions are unsafe or as directed by the Facility Manager or designee.

CONTRACTOR shall follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will work within the aquatic chain-of-command: Facility Manager, Aquatics Program Coordinator, Aquatics Supervisor and Special Facilities and Beaches Division Director as outlined in Exhibit A.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized. During facility operational hours program participants will obey all pool rules. CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

Contractor will conduct team practices only with the supervision of Palm Beach County Pool Lifeguards on stand.

Contractor will adhere to the practice schedule agreed upon in advance by the Facility Manager unless arrangements have been made for special needs or events.

CONTRACTOR will provide a service capable of responding to public questions, program information and membership details.

CONTRACTOR will provide the facility manager with 14 days notice of all anticipated conflicts, schedule changes, and or absences. The CONTRACTOR shall immediately notify the facility manager of any unanticipated absences.

CONTRACTOR will work with and maintain open dialogue with the facility manager, liaison and/or parent organization (if applicable) regarding program needs, program changes, additions or removals, or problems with the facility or equipment, by attending scheduled meetings and in general daily interaction.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than permitted practice times.

CONTRACTOR will adhere to all applicable COUNTY policies and procedures.

CONTRACTOR and CONTRACTOR'S staff shall display effective and respectful behavior in all public contacts while performing contracted services.

CONTRACTOR will provide the facility manager with a list of registered USA Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month. The COUNTY will provide assistance by collecting delinquent payments from participants.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-93-164-D)

B. Use of Premises

The facility, when permitted by the COUNTY for the CONTRACTOR for the USA Swimming competitive program shall not be permitted by the Contractor, for use to any other organization or group during their permitted time.

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

Ensure proper use and care of all equipment by CONTRACTOR, CONTRACTOR'S staff, and program participants.

Ensure that the facility is utilized properly and as scheduled, left clean and that opening and closing procedures are followed. It is the CONTRACTOR'S responsibility to maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program. The CONTRACTOR shall open the facility each morning in conjunction with scheduled facility staff for the USA Swimming competitive program when utilizing the facility prior to the facility's opening to the general public. The CONTRACTOR shall also close and secure the facility each evening in conjunction with scheduled facility staff if the program conclusion is after operational hours.

The Parks and Recreation Department will provide a work area for the Head Coach to utilize during USA Swimming program hours.

CONTRACTOR will inform the facility manager immediately of any equipment malfunction or failure.

The Parks and Recreation Department may authorize the closing of the pool during necessary repair work or in the event of severe weather. In these instances the pool will remain closed until the COUNTY authorizes its reopening.

C. Personnel

The CONTRACTOR will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

CONTRACTOR shall indoctrinate and train all staff in the philosophies and public relations concerns of the COUNTY. CONTRACTOR'S staff and pool staff will be crossed trained to be knowledgeable of each others programs. CONTRACTOR shall cooperate with facility management and staff, contributing to the harmony and productivity of the unit.

D. Program Fees & Charges

The Palm Beach County Parks and Recreation Department, on behalf of the COUNTY, shall collect all program fees and charges from participants. All program fee and charges payments will be made payable to: Board of County Commissioners. The COUNTY will provide the CONTRACTOR with weekly reports updating participant's payment status. CONTRACTOR shall assist COUNTY with the collection of fees.

Any and all monthly program rate change must be approved in writing in advance by the Director of the Parks and Recreation Department.

E. Payments To Contractor

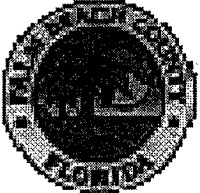
Payment shall be made to the CONTRACTOR by the COUNTY when invoiced but no more than once every two weeks per the approved payment proposal. Payments will be made only for the current month of services, there will be no advanced payment of services.

F. Role of Parents' Organization

The Parents' Organization is established to support the general swim team in all its activities, such as the hosting of swim meets, award banquets, team social outings, the purchase of team uniforms, the coordination of team travel to away meets and fundraising events. The Parents' Organization is governed by an elected Board of Directors. General membership to the organization is open to parents of age-group participants in the swim program. The Parents' Organization should annually prepare a budget for general team needs and home pool team activities that benefit the team as a whole.

G. Role of Head Coach with Parents' Organization

The Head Coach is an independent contractor with Palm Beach County, and as such, is not permitted to be a member, voting or non-voting, of the Parents' Organization. The role of the coach is to provide training to participants, recommend equipment purchases which will enhance the program, and to recommend swim meets and other similar competitive or fund raising opportunities to the Board of Directors. The Head coach or other coaching staff may not influence, intimidate, or compellingly request involvement with the organization through verbal or written materials.



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

KIRIL ZAHARIEV
 Name of Recreation Service Provider/Sports Official

055-92-5227
 FEI/Social Security Number

1. Which service(s) are you interested in providing? _____
Coaching competitive swim team

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A) 2003-Present	PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT	DENNIS CONNOLLY

<u>Scope of Work</u>	<u>Contact #</u>
Responsible of coaching, organizing, running and administering the operations of the team (Jupiter Dragons Swim Team)	

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

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

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

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

3. List any licenses/certification/education you have completed relevant to providing this service:

<u>Dates</u>	<u>License/certification/education</u>	<u>Location/Instructor</u>

4. Are you or any of your employees related to anyone employed by the Palm Beach County Parks and Recreation Department?

Yes No

If yes, give name and relationship.



Together, we can save a life

This recognizes that
KIRIL ZAHARIEV
has completed the requirements for
**COMMUNITY FIRST AID AND
SAFETY**
conducted by
AquaPam's Swim Academy, LLC
Date completed **12/15/2005**
The American Red Cross recognizes this certificate
as valid for **3** year(s) from completion date.



Together, we can save a life

This recognizes that
KIRIL ZAHARIEV
has completed the requirements for
**SAFETY TRAINING FOR SWIM
COACHES**
conducted by
AquaPam's Swim Academy, LLC
Date completed **12/15/2005**
The American Red Cross recognizes this certificate
as valid for **3** year(s) from completion date.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

APPLICANT DISCLOSURE (Please read carefully)

Our agency screens prospective contractors/volunteers to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract/volunteer service, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual or volunteer positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

APPLICANT:

KIRIL ZAHARIEV

Please print complete name

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

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

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

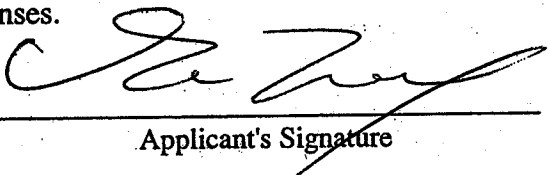
_____	826.04	incest
_____	827.03	child abuse, aggravated child abuse, or neglect of a child
_____	827.04	contributing to the delinquency or dependency of a child
_____	827.05	negligent treatment of children
_____	827.071	sexual performance by a child
_____	843.01	resisting arrest with violence
_____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

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

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

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

By signing this section, I affirm that I have not been charged, found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, to any of the foregoing charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction. I also affirm that I do not have a delinquency record that is similar to any of these offenses.


03-07-07

Applicant's Signature
Date

OR

By signing this section, I declare that my record may contain one or more of the foregoing Disqualifying charges, acts or offences and that the explanation I have provided is complete and true with regard to any of the above charges under the provisions of the Florida Statutes or under any similar statute of another jurisdiction.

Applicant's Signature
Date

BACKGROUND INFORMATION

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

NAME: KIRIL ZAHARIEV
First Middle Last name

OTHER NAMES YOU HAVE USED IN THE PAST (INCLUDING MAIDEN NAMES AND NICKNAMES): _____

DATE OF BIRTH: 1956 04 28
Year month day

RACE (CIRCLE ONE): Black Alaskan Native White Asian Other _____

SEX (CIRCLE ONE): Male Female

SOCIAL SECURITY NUMBER: 055 - 92 - 5227

ADDRESS: 152 Middlebury Drive
Number Street name Apt. #

CITY: Jupiter STATE: FL ZIP CODE: 33458

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 03/07/07
PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-800-777-4930	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
INSURED JUPITER DRAGONS SWIM TEAM USA Swimming etal Incl Local Swimming Committees KIRIL ZAHARIEV 861 TONEY PENNA DRIVE JUPITER, FL 33458-7538		INSURER A: Lexington Insurance Company INSURER B: Mutual of Omaha Insurance Company INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY	390-4890	01/01/07	01/01/08	EACH OCCURRENCE \$ 2,000,000								
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A	EXCESS LIABILITY	5629776	01/01/07	01/01/08	EACH OCCURRENCE \$ 3,000,000								
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AGGREGATE \$ 6,000,000 \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="0" style="width:100%;"> <tr> <td style="width: 50%;"><input type="checkbox"/> WC STATU-TORY LIMITS</td> <td style="width: 50%;"><input type="checkbox"/> OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
B	AD & D	T5MPSP35054	01/01/07	01/01/08	Maximum \$ 5,000								
B	XS ACC MED/DENTAL	T5MPSP35054	01/01/07	01/01/08	Maximum \$ 25,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Palm Beach County Board of County Commissioners Political Subdivision of the State of Florida 2700 6th Avenue South Lake Worth, FL 33461 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT LATER THAN 30 DAYS BEFORE THE EXPIRATION DATE OF THE POLICY. AUTHORIZED REPRESENTATIVE <i>Carolyn J. Blumit</i>

RESOLUTION NO. R. 94- 422

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.

R94 422

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 Sewell 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 LARONSON - Absent
- COMMISSIONER MAUDE FORD LEE - Aye

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

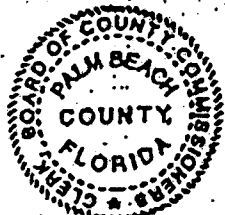
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Dorothy H. Wilken, Clerk

Barbara A. Myl
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Kathleen M. [Signature]
County Attorney



R94, 422

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.

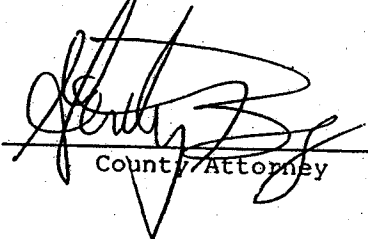
The foregoing resolution was offered by Commissioner Masilotti _____, who moved its adoption. The motion was seconded by Commissioner Aaronson _____, and upon being put to a vote, the vote was as follows:

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


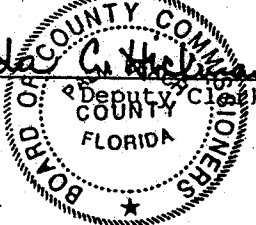
BY:


County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

DOROTHY H. WILKEN, CLERK

BY:


Deputy Clerk


Agenda Item #: **3.M.3.**
M/A 6-0
McC 265
R-2007-0409

**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 _____

[Signature]
Department Director

2-15-07
Date

Approved by: _____

[Signature]
Assistant County Administrator

2/27/07
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>-0-</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>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# 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:

in-kind mat

III. REVIEW COMMENTS:

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

John Dink 2-21-07
ms ON 2/22/07
 OFMB 2/21/07

Jim J. Grant 2/22/07
 Contract Dev. and Control
 2/22/07

B. Legal Sufficiency:

Donna Delgado 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

RESOLUTION NO. R-2006-0409

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

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

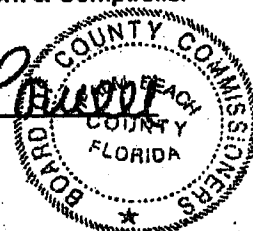
The Chairperson thereupon declared the Resolution duly passed and adopted this 13th Day of March, 2007.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anne Helgand

SHARON R. BOCK, Clerk & Comptroller

By: Nancy Powell
Deputy Clerk





POLICIES & PROCEDURES

PARKS AND RECREATION DEPARTMENT

TO: Special Facilities & Beaches Division and Recreation Services Division Personnel	SECTION: General Special Facilities & Beaches Division and Recreation Services Division
APPROVED BY: Dennis L. Eshleman, Director Parks & Recreation Department	SUBJECT: Recreation Instructors and Sports Officials

PURPOSE: To outline policy and procedures to be observed when contracting with recreation instructors and sports officials.

AUTHORITY: Board Resolution # 94-422 as amended

POLICY:

In order to meet the needs of the public for program and service variety, it is the policy of the Special Facilities & Beaches and Recreation Services Divisions to procure the technical expertise needed to conduct recreation programs by contracting the services of recreation instructors and sports officials.

PROCEDURE:

SECURING SERVICES:

Only qualified contractors will be considered to provide recreation services for Division programs. Division staff are required to search for and place the most qualified contractor based on actual successful experience in the service areas being contracted for.

For contracts with individuals or corporations that are less than \$1,000:

- Division support staff will advertise quarterly for proposals from independent contractors interested in providing recreation instruction and sports officiating.

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- A database of proposals will be maintained based upon the responses to the advertisement.
- Interview three qualified contractors from the database of interested parties and limit these contracts to one year with no renewals.
- The successful contractor will be selected based upon their proposal, experience and qualifications.
- Documentation of the selection process for these contractor's shall be maintained by Division programming staff.
- The contract term will be limited to one year.

For contracts with individuals or corporations that are less than \$10,000:

- Division support staff will advertise quarterly for proposals from independent contractors interested in providing recreation instruction and sports officiating.
- A database of qualified proposals will be maintained based upon the responses to the advertisement.
- Division programming staff will create a selection panel of three staff and conduct contractor qualifications and program content proposals reviews and interviews with a minimum of three interested contractors.
- The successful candidate will be selected based upon their proposal, experience and qualifications.
- The contract term will be limited to one year.
- Documentation of the selection process for these contractor's shall be maintained by Division programming staff.

For contracts with individuals or corporations that exceed \$10,000:

- A Request for Contracted Services shall be issued and advertised by Division support staff to procure services from contractors.

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- Responses are to be formally evaluated by a selection committee made up of Department staff from more than one Division.
- The successful contractor will be selected based upon their proposal response, experience and qualifications.
- The contract term will be limited to three years.

Entering into contracts with family members under one's jurisdiction is prohibited per County Merit Rules and Regulations. Entering into contracts with County employees regardless of status is prohibited. The practice of entering into contracts with close friends is strongly discouraged due to possible conflict of interest actions.

Division staff will follow procurement strategies which promote equal opportunity for women and minority owned businesses. These strategies can include submitting bulletins to local public service announcement providers, posting announcements at the facilities in which the vacancies exist, recruiting through word of mouth contacts, and forwarding contractual opportunities directly to minority radio stations and newspapers.

Proof of experience and references must be provided in the contractors proposal. Division personnel must contact the individual's references to evaluate contractors performance prior to submitting the contract for execution.

A contractor, or their proposed representative(s), selected to provide recreation instructor or sports official services will be required to undergo a background check to determine suitability to provide services to participants in County programs. In addition, an Applicant Disclosure form must be completed and signed by each individual that will provide services at County facilities.

COMPLETING THE CONTRACT:

Terms of the contract such as rates of pay, minimum/maximum enrollments, program dates/times, etc., must be identical to those reflected on the approved proposal/program planning worksheets when required. Once the recreation instructor or sports official is selected and their experience, certifications and past performance has been verified, the attached contract shall be signed. All such contracts with estimated earnings of \$10,000 and above require the approval of the County Administrator at least three weeks before the start of the program. Contracts with estimated earnings of \$9,999.99 and below require the approval of the Director of Parks and Recreation at least two weeks before the start of the program. When a recreation instructor provides services via several contracts during a given year, the particular contract (and every contract thereafter during the same fiscal year) that results in the group of contracts exceeding \$10,000 will require the signature of the

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County Administrator.

Rates of pay for recreation instructors and sports officials shall not exceed the following unless a written request with attached justification has been approved by the Director of Recreation Services or Director of Special Facilities and Beaches.

- 70% of total fees collected from paid participants.
- Unit rates of pay for game, class, session, per attachment.
- Flat rate that equates to 70% of fees collected for minimum number of paid participants.

If the Contractors fee includes charges for consumable materials, a detailed list of the items to be provided including their itemized cost shall be attached to the contract.

Once completed and fully executed, each contract is assigned a unique contract number and a copy is forwarded to the Finance Department and to the operating section. The contract's original is retained in the Special Facilities and Beaches Division files.

When the recreation instructor/sports official has agreed to conduct multiple programs, which may or may not involve multiple locations, dates, times, etc., a single contract may be used but must contain an attachment outlining the information contained in articles 2 and 3 of the contract.

CONTRACT TERMS AND CONDITIONS:

Header:

- Fill in the account number and vendor code (if code has already been assigned).
- Initial the appropriate authorization box.

Body:

- Fill in independent contractor's name.

Witnesseth:

- Fill in name of program in paragraph 1.

1. Term:

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- Fill in start/ending dates. These dates should be accurate. When circumstances require a program to extend past the stated ending dates, these extensions may not exceed the termination date of the contract.
- 2. Fees:
 - a. Fill in approved fee to be charged per participant/team.
- 3. Payment To Contractor:
 - a. Fill in the total dollar value of contract. Due to restrictions on contract amendments, careful consideration should be given when establishing an estimated total dollar value. These estimates should be as accurate as possible. The frequency of payment is Biweekly unless otherwise specified in an Exhibit.
 - b. Fill in the basis of payment for this program, i.e., the per game, or flat rate or, the percentage of fees collected.
- 4. Specific Details:
 - a. Fill in the Type of Service to be performed, i.e. Scorekeeper, Swim Instructor.
 - b. Fill in name of class/activity, i.e. Okecheelee Adult Softball
 - c. Fill in program day(s) and date(s) scheduled, i.e. Tuesdays from July1 - July 24.
 - d. Fill in program time(s).
 - e. Fill in name of park, facility, school, etc., where the program will be based.
 - f. Fill in minimum/maximum number of paid enrollments required of this specific program.
- 9. Performance:
 - a8. Fill in the notice of absence requirement.
- 11. County Representative:

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Fill in the name and number of the responsible person that should be contacted for issues relating to this contract.

12. Notices:

- Fill in the name, mailing address and social security/FEI number of the service provider.

In Witness Whereof:

- The area under "Palm Beach County Witness" and "Palm Beach County" is to be reserved for the Director of Parks and Recreation, the County Administrator and their witness.
- The area under "Contractor Witness" and "Independent Contractor" is to be reserved for the Independent Contractor and their witness, if the contractor is incorporated a company director must sign the agreement.

NEW VENDOR AUTHORIZATION FORM:

If the temporary recreation instructor has never before contracted to provide services for Palm Beach County, he or she must complete and forward a New Vendor Payment Authorization Form to the Purchasing Department.

APPLICANT DISCLOSURE FORM:

Our agency screens prospective contractors to evaluate whether an applicant poses a risk of harm to the youth, elderly, or individuals it serves. Information obtained is not an automatic bar to contract work, but is considered in view of all relevant circumstances. This disclosure is required to be completed by applicants for contractual positions in order to be considered. Any falsification, misrepresentation, or incompleteness in this disclosure alone is grounds for disqualification or termination.

BACKGROUND INFORMATION FORM:

Palm Beach County Parks & Recreation Department requires all prospective contractual employees who work in any capacity to successfully pass a criminal background check prior to beginning employment.

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SUMMARY OF QUALIFICATIONS FORM:

A summary of the recreation instructor's or sports official's education and experience must be submitted with the contract.

PAYMENT:

The Division submits payment requests to the Finance Department on a bi-weekly basis. Contractors shall submit completed invoices to be the basis of payment for services provided by the recreation instructor or sports officials. Each section shall insure that invoices contain the following information prior to approving them for payment:

- Name of temporary recreation instructor.
- Contract Number.
- Vendor Code.
- Period that payment is being billed for.
- Gross revenue times percentage due to contractor, Number of games worked times the per game rate, or other calculations which work into total pay for this particular invoice.
- Total amount of invoice.
- Total remaining in contract.

In order for invoices to be processed for payment, staff must ensure that:

- Sufficient funds exist in the organizational budget and the contract to cover the contractor's total payout.
- Rates of pay identical to those listed on the contract must appear on the invoice.
- Dates of work fall within the term of the Contract.
- Contractor's who are to be paid from two or more rates of pay during any given period may not be invoiced on a single form.
- Contractor's working for two or more operational areas and being paid from two or more organizations may not be invoiced on a single form.
- All rates of pay, organization codes, contract numbers, dates of work, and calculations must be clearly listed on the invoice.

AMENDMENTS:

Amending contracts as a mechanism to facilitate date or funding extensions is strongly discouraged. If an unanticipated situation arises that forces the need to extend the dates or funding an amendment will be processed. All requests for amendments not associated with an emergency or unanticipated situation will require detailed justification.

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EXPIRED CONTRACTS:

At the conclusion of the program, staff are to request that the Contract Clerk unencumber any funds remaining in the contract.

Approval:

Department Head

ATTACHMENTS:

Rates of pay for Recreation Instructors and Sports Officials

Sample of completed Independent Contractor Agreement

Summary of Qualifications Form

New Vendor Payment Authorization Form

Disclosure Form

Sample of completed invoice

Background Check Information Form

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