

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

Valerie Bell, Crafts and Fun, West Jupiter Recreation Center. (BELL00821208523300A).

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

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

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

Attachment: Independent Contractor Agreement

Recommended by: 
Department Director

12/17/08
Date

Approved by: 
Assistant County Administrator

1/5/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>326</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>326</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5233
 Object 3422 /Revenue Source N/A Program N/A

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

FUND: General Fund
 UNIT: West Jupiter Community Center

Contractual Services-Recreation 0001-580-5233-3422 \$325.20

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

<p><u> [Signature] 12-24-08 </u> OFMB <i>abw 12/22</i> <i>SK 12/23/08</i></p>	<p><u> [Signature] 12/24/08 </u> Contract Development and Control</p>
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B. Legal Sufficiency:

[Signature] 1-5-09
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

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

ontract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001407

DATE : 11/24/2008

CONTRACT INFORMATION
Active

BELL00821208523300A

NAME : BELL, VALERIE
VENDOR CODE: BELL0082
INSTRUCTOR: CRAFTS AND FUN
ACCOUNT NUMBER : 0001-580-5233-00-3422
LOCATION: WEST JUPITER RECREATION CENTER
PROGRAM: CRAFTS

CONTRACT DATE : 11/21/2008
START DATE : 12/22/2008
END DATE : 12/30/2008

CONTRACT AMOUNT :	325.20	REVENUE AMOUNT:	325.20
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	325.20	AMOUNT LEFT :	325.20

ASSIGNED CATEGORIES:

CRAFTS AND FUN 325.20 FLAT FEE

RECREATION SERVICES					
ACCOUNT: 0001-580- 5233-3422	VENDOR CODE: BELL0082			CONTRACT:	
MC: <u>AH</u>	PS: <u>qcc</u>	FSS: <u>J</u>	CC: <u>A</u>	CA: <u>JSW</u>	DD: <u>(Signature)</u>

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

This Agreement is made as of the 21 day of Nov, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Valerie Bell, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Crafts and Fun program, and desires to contract with CONTRACTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on December 22, 2008 and will meet thereafter with the termination date of this agreement being December 30, 2008.
2. **Fees:** Palm Beach County Parks and Recreation Department, on behalf of COUNTY, shall collect all fees and charges from participants. The fee(s) charged by the COUNTY for this class or activity (is) (are): n/a per Revenue Account No. n/a
3. **Payments To Contractor:**
 - a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Three hundred twenty five and twenty cents Dollars (\$325.20). 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 \$ 325.20 or _____% of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Valerie Bell
 - b. Name of class or activity: Crafts and Fun
 - c. Day(s)/Date(s) Scheduled: Mondays 12/22/08 & 12/29/08
 - d. Time Scheduled: 10am - 12pm
 - e. Location: West Jupiter Recreation Center
 - f. A minimum of 20 and a maximum of 36 paid enrollments must be received by the COUNTY prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

received
11/14/08 13

5. **Independent Contractor Status:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The COUNTY and CONTRACTOR agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and CONTRACTOR that the service herein provided by the CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the CONTRACTOR's compensation for said service. The CONTRACTOR assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and the CONTRACTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the CONTRACTOR's departure date.
8. **Subcontracting:** The CONTRACTOR may not, without written approval of the COUNTY, subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Performance:**
 - a. CONTRACTOR agrees to:
 1. Perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the facility.
 2. No person other than the CONTRACTOR or a qualified employee of the CONTRACTOR shall be engaged to provide the services provided for in this Agreement.
 3. Provide written activity plans for each class or activity for which the CONTRACTOR is responsible.
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. Inspect the activity site prior to beginning each class or activity in accordance with safety standards as explained in the CONTRACTOR's orientation program. Should a safety condition exist at a facility, CONTRACTOR should report said condition immediately to the County Representative and postpone said class or activity until the condition is addressed.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with 30 days notice of all schedule conflicts/changes.
 9. CONTRACTOR shall immediately notify the County Representative of any unanticipated absences such as personal/family illnesses.
 - b. COUNTY agrees to:
 1. Maintain the facilities in proper working order.
 2. Conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrants.
 3. Provide class/activity rosters to the CONTRACTOR for distribution.

4. Publicize the class or activity through the Leisure Times and public service announcements.

10. **Exhibits:** If any additional provisions are applicable to the class or activity as provided for herein, CONTRACTOR and COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required CONTRACTOR and COUNTY may attach applicable Exhibit(s). The CONTRACTOR's proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made a part hereof.

11. **County Representative:** The County Representative for this CONTRACT is:

Rico Adona PH: 561-747-3455

12. **Indemnification:** The CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the CONTRACTOR during the performance of the CONTRACTOR's service under this Agreement.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Valerie Bell

CONTRACTOR'S Address: 310 S.E. 6th Street, Pompano Beach, FL 33060

CONTRACTOR'S Phone No. (954) 260-9189

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, or shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

15. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

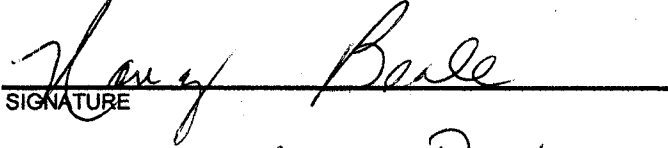
18. **Criminal History Records Check:** The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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

20. **Entirety of Contractual Agreement:** The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY WITNESS


SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

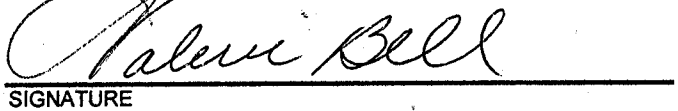
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR WITNESS

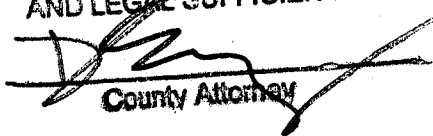

SIGNATURE

Rico Adona
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR


SIGNATURE

Valerie Bell - Instructor
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney

Scope of Services

Rico Adona

From: ValerieBell7@aol.com
Sent: Tuesday, November 04, 2008 8:35 PM
To: Rico Adona
Subject: Invoice for 12-29-08 Crafts and Woodworking

Valerie Bell
310 S.E. 6th Street
Pompano Beach, Florida 33060
Cell (954) 260-9189 Fax (954) 785-4685
Valerie@MissWoody.com

ARTS AND CRAFTS
Miss Woody~~Instructor
www.MissWoody.com

WEST JUPITER RECREATION CENTER
RICO ADONA~~DIRECTOR
561-694-5432

Date worked: Monday, December 29th, 2008

Hours worked: 10:00-12:00

Activity: Candle Centerpiece (variety of candles),

*candles will not be lit
during activity*

Total number of participants: 36

Cost per Hour: \$81.75 (times 2 hours=total \$163.50)

TOTAL: \$163.50

Payable upon completion. Make check payable to Valerie Bell.

Thank you!!
Your Crafty Friend,

Valerie
Inv# JRC-12-29-08 VB
Fax: 561-747-6422

Rico Adona

Scope of Services

From: ValerieBell7@aol.com
Sent: Tuesday, November 04, 2008 8:34 PM
To: Rico Adona
Subject: Invoice for 12-22-08 Crafts and Woodworking

Valerie Bell
310 S.E. 6th Street
Pompano Beach, Florida 33060
Cell (954) 260-9189 Fax (954) 785-4685
Valerie@MissWoody.com

ARTS AND CRAFTS
Miss Woody~~Instructor
www.MissWoody.com

WEST JUPITER RECREATION CENTER
RICO ADONA~~DIRECTOR
561-694-5432

Date worked: Monday, December 22nd, 2008

Hours worked: 10:00-12:00

Activity: Making and wrapping 3 presents (Sachet bag, keychain, handprint)

Total number of participants: 36

Cost per Hour: \$80.85 (times 2 hours=total \$161.70)

TOTAL: \$161.70

Payable upon completion. Make check payable to Valerie Bell.

Thank you!!
Your Crafty Friend,

Valerie
Inv# JRC-12-22-08 VB
Fax: 561-747-6422



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Valerie McKeown Bell Sex F Race W

Date of Birth 3-8-54 Driver's License No. B40087354588-0

Address 310 SE 6 ST

City Pompano Bch, FL State FL Zip 33060

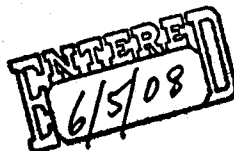
I, Valerie Bell, authorize and give consent for Palm Beach County to obtain information regarding myself. This includes the following:

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

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

Print Name: Valerie Bell Date: 4-25-08

Signature: *Valerie Bell*



**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:

Valerie McKeown Bell

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:

VB

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.

Valerie Bell

Applicant's Signature

10-14-08

Date

OR

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

Applicant's Signature

Date