

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 5, 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 March.

Palm Beach County Officials Association, Inc., Flag Football, Westgate Park & Recreation Center. (PALM01680409523200D).

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 2 (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

4-17-09
Date

Approved by: 
Assistant County Administrator

4/27/09
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>2,714</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(3,150)</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>436</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</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 5232
 Object 3422/Revenue Source 4721/4729 Program N/A


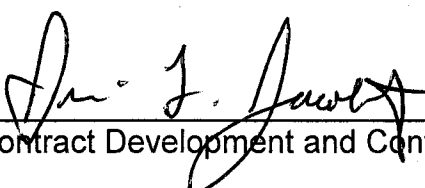
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Contractor	Revenue	Expense
Palm Beach County Officials, Inc.	\$3,150	\$2,714
Totals	\$3,150	\$2,714

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

<p><u></u> 4-24-09 OFMB <u>4/23/09</u> <u>4/22/09</u> <u>4/21/09</u></p>	<p><u></u> 4/24/09 Contract Development and Control</p>
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B. Legal Sufficiency:

This item complies with current County policies.

Anne Delgard 4/27/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Palm Beach County
Parks and Recreation Dept.

DATE : 03/20/2009

Contract Tracking System 0000001433

CONTRACT INFORMATION

Active

PALM01680409523200D

Certificate of Insurance

NAME : PBC OFFICIALS ASSN.,
 VENDOR CODE: PALM0168
 INSTRUCTOR: FLAG FOOTBALL REFEREE
 ACCOUNT NUMBER : 0001-580-5232-00-3422
 LOCATION: WESTGATE PARK & RECREATION CENTER
 PROGRAM: FLAG FOOTBALL

CONTRACT DATE : 03/20/2009
 START DATE : 04/08/2009
 END DATE : 06/22/2009

CONTRACT AMOUNT :	2,714.00	REVENUE AMOUNT:	2,714.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	2,714.00	AMOUNT LEFT :	2,714.00

ASSIGNED CATEGORIES:

FLAG FOOTBALL REFEREE 23.00 GAME

RECREATION SERVICES

ACCOUNT: 0001-580- 5232 -3422

VENDOR CODE: PALM0168

CONTRACT:

MC: *JFP*

PS: *OPC*

FSS: *J*

CC: *S*

CA:

DD: *PN*

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 20 day of March 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Palm Beach County Officials Association, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Adult Flag Football Referee 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 April 8, 2009 and will meet thereafter with the termination date of this agreement being June 22, 2009.

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): \$350.00 per team. (League Fee \$300.00) Revenue Account No. 0001-580-5232 -4721-04 and (Light Fee \$50 per-team) Revenue Account No. 0001-580-5232- 4729-02

3. Payments To Contractor:

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Two Thousand Seven Hundred Fourteen Dollars. (\$2,714.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a bi-weekly basis per the attached schedule of payments, or as otherwise provided in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
b. The CONTRACTOR's fee shall be the sum of \$23.00 per- game or % of the paid enrollment fees for the class or activity.

4. Specific Details:

- a. Type of service/instructor: Adult Flag Football Referee
b. Name of class or activity: Adult Flag Football League 48 regular season games and 11 tournament games
c. Day(s)/Date(s) Scheduled: Wednesday, April 8, 2009 - Wednesday, June 21, 2009
d. Time Scheduled: 7pm, 8pm and 9pm
e. Location: Westgate Park and Recreation Center
f. A minimum of 6 and a maximum of 12 paid enrollments must be received by the COUNTY prior to

received 3/9/09

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

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

Lee Powell PH: (561) 694-5455

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: Palm Beach County Officials, Inc
 CONTRACTOR'S Address: 1320 Fishers Place WPT, FL 33413
 CONTRACTOR'S Phone No. 561-684-2010

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

Nancy Beale
SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Eric Cole
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR

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

CONTRACTOR WITNESS

Kristofor Sewer App
SIGNATURE

Kristofor Sewer App
NAME (TYPE OR PRINT)

INDEPENDENT CONTRACTOR

Russell Black
SIGNATURE

Russell Black President
NAME & TITLE (TYPE OR PRINT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

Anne Delgant
COUNTY ATTORNEY

CERTIFICATE OF INSURANCE		12/04/2008
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783	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 POLICY BELOW.	
INSURED National Association of Sports Officials (NASO) 2017 Latrop Ave. Racine, WI 53405	INSURERS AFFORDING COVERAGE INS. A: AXS Insurance Company INS. B: St. Paul Fire & Marine Insurance Company INS. C:	
PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PLACE GREENACRES, FL 33413	CERT NUMBER: 1000724648	

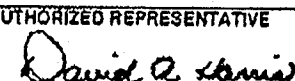
COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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 CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL01100090-05	09/30/2008 12:01 a.m.	09/30/2009 12:01 a.m.	General Aggregate	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	100,000
					Medical Expense Limit (Any One Person)	Excluded
B	UMB	QK06501954	09/30/2008 12:01 a.m.	09/30/2009 12:01 a.m.	General Aggregate	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Each Occurrence	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- Other Named Insured: NASO- Member associations that have paid the appropriate premium and have been endorsed to the policy, but only while acting in their capacity as a NASO member local association including assigning sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge & skills. Coverage shall include officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage.
- The Umbrella policy contains a Self Insured Retention of \$10,000.
- The Umbrella Policy Self Insured Retention applies only when Bodily Injury, Property Damage, Personal Injury or Advertising Injury are not covered by either any Scheduled Underlying Insurance or any scheduled retained limit, and caused by any one occurrence.
- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AX IS1003- Additional Insured - Certificateholders, effective September 30, 2008.

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS 2700 8TH AVENUE SOUTH LAKE WOPHT, FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

3691 Oswego Avenue
West Palm Beach, FL 33409
Ph (561) 694-5455
Fax (561) 233-1414

**Westgate Park &
Recreation Center**

Memo

To: Adrienne Huisman – Recreation Programs Coordinator

From: Lee Powell – Facility Manager I

Date: March 2, 2009

Re: Referee – Scope of Services

Russ Black (Palm Beach County Officials Association)

Russ Black / (PBCOA) will be officiating Adult Flag Football beginning Wednesday, April 8, 2009 thru Wednesday, June 17, 2009 from 7:00pm to 9:00pm.

Russ has refereed Adult Flag Football for Westgate Park & Recreation Center in the Fall of 2007 and the Spring of 2008.