

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 15, 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 July.

Cindy Davidson, Fishing Instructor, Daggerwing Nature Center. (DAVIDSON1249860809524200A).

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 5 (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

8/24/09
Date

Approved by:
Assistant County Administrator

9/4/09
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>100</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>100</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 5242
 Object 3422/Revenue Source N/A Program N/A

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

Contractor	Revenue	Expense
Cindy Davidson	\$0	\$100

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

Contract period is from 08/10/2009 to 08/11/2009

M Jell 9/2/09
 OFMB *9/3/09* *09/26/09* *09/25/09*

Dan J. Jacobat 9/3/09
 Contract Development and Control

B. Legal Sufficiency:

Anne Delgant 9/4/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

contract



Palm Beach County
Parks and Recreation Dept.
Contract Tracking System 0000001449

DATE : 07/29/2009

CONTRACT INFORMATION
Active

DAVIDSON1249860809524200A

NAME : DAVIDSON, CINDY
VENDOR CODE: DAVIDSON124986
INSTRUCTOR: FISHING
ACCOUNT NUMBER : 0001-580-5242-00-3422
LOCATION: DAGGERWING NATURE CENTER
PROGRAM: FISHING FOR SUC

CONTRACT DATE : 07/28/2009
START DATE : 08/10/2009
END DATE : 08/11/2009

CONTRACT AMOUNT :	100.00	REVENUE AMOUNT:	0.00
USED AMOUNT :	0.00	USED AMOUNT :	0.00
AMOUNT LEFT :	100.00	AMOUNT LEFT :	0.00

ASSIGNED CATEGORIES:

FISHING FOR SUCCESS 100.00 FLAT FEE

RECREATION SERVICES					
ACCOUNT: 0001-580-5242- 5004 3422	VENDOR CODE: VC		124986	CONTRACT:	
MC:	PS: <u>VB</u>	FSS: <u>ju</u>	CC: <u>YR</u>	CA:	DD: <u>VA</u>

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

This Agreement is made as of the 28 day of July, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the "COUNTY" and Cindy Davidson, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

1. **Term:** The class, activity or service will begin on August 10, 2009 and will meet thereafter with the termination date of this agreement being August 11, 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): per class Revenue Account No. N/A (this program is part of the overall Summer Camp tuition)
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 One Hundred Dollars (\$100). 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 \$ 100 or N/A % of the paid enrollment fees for the class or activity.
4. **Specific Details:**
 - a. Type of service/instructor: Fishing
 - b. Name of class or activity: Fishing for Success
 - c. Day(s)/Date(s) Scheduled: Monday August 10, 2009
 - d. Time Scheduled: 9:30am - 11:30am
 - e. Location: Daggerwing Nature Center in South County Regional Park
 - f. A minimum of 10 and a maximum of 20 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
7/16/09
[Signature]

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 10 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:

Lori Heath, Naturalist/Camp Director PH: 561-629-8763

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: Cindy Davidson

CONTRACTOR'S Address: 10610 NW 43rd St, Coral Springs, FL 33065

CONTRACTOR'S Phone No. 954-649-7717

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

Scope of Service

Program Description: "Fishing for Success" programs teach students basic fishing skills and safety, fishing regulations, and environmental impacts of fishing. During this program activity stations are set up for the students to experience hands on learning.

Materials/Resources:

Florida Fishing Regulations (fresh water edition)

Kids Fishing workbook (produced by the Florida Fish and Wildlife Conservation Commission)

Fishing poles

Hooks, sinkers and bait

Practice lines for knot tying.



**Palm Beach County
Parks and Recreation Department**

**Contractor Background Screening
Consent/Release Form**

Applicant's Social Security Number [REDACTED]

Full Name (print) Cynthia Davidson Sex F Race W

Date of Birth 9/23/62 Driver's License No. D132-116-02-843-0

Address 10610 NW 43 St.

City Coral Springs State FL Zip 33065

I, Cynthia Davidson, 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: Cynthia Davidson Date: 7-8-2009

Signature: [Handwritten Signature]

**ENTERED
7/16/09**





PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

SUMMARY OF QUALIFICATIONS
RECREATION INSTRUCTORS & SPORTS OFFICIALS

Cindy Davidson

Name of Recreation Service Provider/Sports Official

1. Which service(s) are you interested in providing? "Fishing for Success Program" _ Kid's fishing workshop.

2. List prior work experience in providing this service:

<u>Dates</u>	<u>Agency/Company</u>	<u>Representative</u>
(A). 08/2008- present	Youth Environmental Alliance	Andy Roberts

Scope of Work Contact # 954-382-0188

Facilitate "Fishing for Success" and "Hooked on Fishing-Not on Drugs" programs in after school programs and with 4-H groups.

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

Scope of Work Contact #

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

<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>
06/2008	Completed Hooked on Fishing- Not on Drugs Program training.	Steve Marshall Florida Fish and Wildlife Conservation Commission

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.

**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: Cindy Davidson
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 anelderly 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.)

Description

Dates

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

INITIAL:

JP

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.

Gunter J.
Applicant's Signature

5/27/08
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