Agenda Item #3.M.1.

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### **AGENDA ITEM SUMMARY**

Meeting Date:	May 2, 2017	[X] 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:** the following original executed Independent Contractor Agreements:

- A) Palm Beach County Officials Association, Inc., Junior Volleyball Officials, West Boynton Recreation Center, for the period of January 24, 2017, through April 12, 2017;
- B) Palm Beach County Officials Association, Inc., Spring 2017 Junior Basketball Officials, Westgate Recreation Center, for the period of February 18, 2017, through April 15, 2017; and
- C) Palm Beach County Officials Association, Inc., Spring 2017 Youth and Teen Basketball Officials, Westgate Recreation Center, for the period of February 18, 2017, through April 15, 2017.

**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. These Independent Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 94-422, amended by Resolutions 2002-2103, 2007-0409, and 2012-0168, and is now being submitted by the Board to receive and file. <u>Districts 3 and 7</u> (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 2002-2103, 2007-0409, and 2012-0168) 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 and Amendments with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

The Agreements attached have been executed on behalf of the Board by the Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments: Independent Contractor Agreements (3)

Recommended by:	Enilee	4-6-17
	Department Director	Date
Approved by:		4-13-17
	Deputy County Administrator	Date
	$\bigcup$	

### **II. FISCAL IMPACT ANALYSIS**

#### **Five Year Summary of Fiscal Impact:** Α.

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	-0- 7,481 (24,280) ) -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	*(16,799)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer	nt Budget?	Yes	No		

Fund 0001 Department 580 Unit 5232/5252 Object 3422/Revenue Source 4721 Program N/A

#### **Recommended Sources of Funds/Summary of Fiscal Impact:** Β.

	Contractor	Revenue	Expense
Α	Palm Beach County Officials Assoc, Inc.	\$17,280	\$2,720
В	Palm Beach County Officials Assoc, Inc.	\$1,400	\$561
С	Palm Beach County Officials Assoc, Inc.	\$5,600	\$4,200
	Totals	\$24,280	\$7,481

\*Estimated net revenue for these agreements is \$16,799. Actual Revenue and operating costs will be determined at the termination of these agreements.

#### **Departmental Fiscal Review:** C.

**Budget Account No.:** 

## **III. REVIEW COMMENTS**

**OFMB Fiscal and/or Contract Development and Control Comments:** Α.

440

Β. Legal Sufficiency:

oment & Contro

4-12-17

y Attornev Assistant Count

#### C. **Other Departmental Review:**

**Department Director** 

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

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REVENUE	RECREATION SERVIC ACCOUNT: 0001-580- ACCOUNT: 0001-580-	5252 -472109	VENDOR CODE: PALM0168	DOCUMENT NUMBER: KOO 580 012617*405
M/C:	MM	<b>PS</b> : $\varphi$	3	DD: Kuluxbolumelle
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## INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

 

 THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on \_\_\_\_\_\_, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and \_\_\_\_\_\_\_ Palm Beach County Officials Association, Inc.\_\_\_\_\_, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, it is the intent of the Department to organize and make available a certain program / class / lesson referred to as <u>Junior Volleyball League</u>, the "activity"; and

**WHEREAS**, said activity will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

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

- 1. <u>Term</u>: This Agreement is effective <u>January 24, 2017</u>, and will terminate <u>April 12, 2017</u> and is not subject to extension or renewal.
- Fees and Charges: The fee charged to participate in this activity is \$ 80.00 per player
   The collection of such fees is the responsibility of the Department

Additional charges, if any, assessed to the participants of the activity are limited to:\_\_\_\_\_

#### 3. Payments To Contractor:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>Two Thousand Seven Hundred Twenty</u> dollars (\$<u>2,720.00</u>).
- b. Payments to CONTRACTOR will be \$\_\_\_\_\_ per\_game

OR

% of the total participation fees paid.

The total participation fees paid expressly exclude any other fees and charges as may be assessed and collected including but not limited to charges for materials or late registration fees.

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c. The COUNTY, through the Department, will process payment to CONTRACTOR on a bi-weekly basis following receipt of CONTRACTOR's invoice.

Though CONTRACTOR's invoice will be considered the basis for payment, the actual amount paid will be determined by the COUNTY. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

### 4. Specific Details:

- a. Instructor: Volleyball Officials
- b. Type of service / Name of activity: Officiating / junior volleyball league games
- d. Time Scheduled: 9:00am 9:00pm
- e. Activity area / Location: West Boynton Recreation Center / Gymnasium
- f. A minimum of <u>24</u> and a maximum of <u>216</u> paid participants must be received by the Department prior to commencement of the activity. The Department reserves the right to cancel the activity in the event that the specified minimum number of participants have not registered and paid.
- 5. <u>Independent Contractor Relationship</u>: The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement 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.

6. <u>Taxes</u>: It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative.

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8. <u>Subcontracting</u>: CONTRACTOR may not, without the advance written consent of the Department, 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 and the facility;
  - 2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
  - 3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
  - 4. inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
  - 5. inspect the activity area following each activity to assure that the area remains in good condition and order;
  - 6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
  - 7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
  - 8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
  - 9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
- b. COUNTY agrees to:
  - 1. maintain the activity area and associated facilities in a safe and clean condition;
  - 2. conduct registration, collect participation fees, and process refunds;
  - 3. provide activity rosters to the CONTRACTOR; and
  - 4. publicize, promote, and advertise the activity when feasible.
- 10. <u>Exhibits</u>: CONTRACTOR's Scope of Service is included as Exhibit "A" to this Agreement. Any and all other applicable Exhibits hereto are attached and incorporated herein.

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If additional provisions or requirements such as specialty certifications, licenses and/or memberships are applicable to the activity provided for herein, such provisions and/or requirements may be attached hereto as an Exhibit.

- 11. Department Representative:
   The Department's authorized representative for this Agreement is:

   Name:
   Cameron Morris / Jim Henneman

   Phone Number:
   <u>561-355-1125</u>
- 12. <u>Insurance Requirements</u>: It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

- 13. <u>Indemnification</u>: 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 Agreement or due to the acts or omissions of CONTRACTOR.
- 14. <u>Notices</u>: All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department Attn: Jim Henneman 2700 6th Avenue South Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Russell L. Black	
1320 Fishers Place	
West Palm Beach, FL 33413	
561-684-2010	

- 15. <u>Remedies</u>: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.
- 16. <u>No Third Party Beneficiaries</u>: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
- 17. Availability of Funds: COUNTY's performance and obligation to pay under this Agreement for subsequent

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fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

- 18. <u>Arrears</u>: 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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 19. <u>Public Entity Crimes</u>: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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).
- 20. <u>Criminal History Records Check</u>: 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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.
- 21. <u>Severability</u>: 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.
- 22. <u>Access and Audits</u>: If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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- 23. <u>Entirety of Contractual Agreement</u>: COUNTY and 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.
- 24. **Nondiscrimination**: 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, familial status, sexual orientation, gender identity and expression, or genetic information.

CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R2014-1421, as amended, or in the alternative, if CONTRACTOR does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R2014-1421, as amended.

- 25. <u>Regulation: Licensing Requirements</u>: 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.
- 26. <u>Public Records:</u> Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:
  - a. Keep and maintain public records required by the County to perform services as provided under this Contract.
  - b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
  - c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency.
  - d. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable

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requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT <u>RECORDSREQUEST@PBCGOV.ORG</u> OR BY TELEPHONE AT 561-355-6680.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS:** t

By:

Director / Assistant Director Palm Beach County Parks and Recreation Department

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Palm Beach County Officials Association, In

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In The Event Contract Amount Is Equal To Or Exceeds \$10,000.00:

**County Administrator** 

CONTRACTOR -

By:

WITNESS Jisa Benedich 1/18/17 Signature Date <u>Lisa Benedich</u> Print

Signature Date Bla Ľ Print

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

**County Attorney** 

ame de fint

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Palm Beach County Officials Association, Inc.

PALM0168

# EXHIBIT "A" Scope of Service

SCOPE OF SERVICE
Mr. Black/PBCOA will be providing services as a volleyball official for the West Boynton Recreation Center Junior Volleyball League.
Officials will be using rules governed by the Florida High School Athletic Association and all supplemental rules related to the West Boynton Junior Volleyball League.
MATERIALS USED
Whistles
Are participants being transported as part of the Scope of Service?
According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage?
CONTRACTOR: Paim Beach County Officials Association, Inc.

<u>Russell L. Black</u> NAME (TYPE OR PRINT)

President TITLE (TYPE OR PRINT)

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. 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 Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

#### Palm Beach County Parks & Recreation Department Representative to Initial as applicable:



**No Insurance Required**: Based on scope of services, CONTRACTOR shall not be required to provide insurance.



<u>Commercial General Liability</u>: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

<u>Auto Liability</u>: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR 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.

**Workers' Compensation Insurance & Employer's Liability**: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

**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 Agreement. 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, not 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 Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.



**A** 

<u>Additional Insured Clause</u>: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "<u>Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents</u>."



<u>Waiver of Subrogation</u>: 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 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



<u>Certificates of Insurance</u>: Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners C/O Parks and Recreation Department Attn: jim Henneman 2700 Sixth Avenue South

Lake Worth, Florida 33461



<u>Umbrella or Excess Liability</u>: If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "<u>Additional Insured</u>" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.



**<u>Right to Revise or Reject</u>**: 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, coverage, or endorsements, herein from time to time throughout the term of this Agreement. 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.



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THIS	CERTIFICATE IS ISSUED AS A MATTER TIVELY AMEND, EXTEND OR ALTER TH	of info	RMATIO	RTIFICATE OF LIABIL	TS UPON THE CERTI	CATE HOLDER THE	08/05	2016
IMPO	SSUING INSURER(S), AUTHORIZED REP	TONAL I	SURED	The producer, AND THE CERTIF	FICATE HOLDER.	AMED exhibit to the		
requir	e an endorsement. A elatement on this cert	licate do	es not co	nier rights to the certificate holder in	hileu of such endorsem	end(a).		
	UCER LER & COMPANY, INC.				CONTACT NAME: S			
P.Ô.	BOX 5866				E-MAIL ADDRESS:	<u>.</u>	FAX (A/ C, No): 803-256-4017	
COL	UMBIA, SOUTH CAROLINA 29250	)-5866			PRODUCER CUSTO		n 	
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O/ B/ /	SPORTSPLEX OPERATORS AND DEVE	LOPERS	ASSOC	IATION	INSURER A: NATION			
	Beach County Officials Assn. Boscanni Drive				INSURER B: NATION	and the second se		
Boyn	ton Beach, FL 33437				INSURER C:			
Club	#: 35105				INSURER D:			
covi	ERAGES			CERTIFICATE NUMBER	R		REVISION NUMBER	
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INSO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MW/ DD/ YYYY)	POLICY EXP (MW 00/ YYYY)	LMITS	
A	GENERAL LIABILITY	x	[		1	<u> </u>		
	COMMERCIAL GENERAL LIABILITY			]		1		52,000
	CLAIMS MADE DOCCUR			]		]	EACH OCCURRENCE	-
	D		l		04.47054	19.04	(Es occurrence)	\$1,000
	0			KRS0000005911600	01:17PM ET	12:01AM ET 08/05/2017	MEDICAL EXPENSES (other than participants)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES			1			PERSONAL & ADV INJURY	\$2,000
							GENERAL AGGREGATE	NONE
					1		PRODUCTS- COMP/ OP AGG	\$2,000
	OTHER						LEGAL LIAB TO PARTICIPANTS	\$2,000,
	AUTÓMÓBILE LIABILITY						COMBINED SINGLE LIMIT (En Accident)	1
	ALL OWNED AUTOS						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	┨──
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. 1	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	<u>`</u>
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ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)		AGENT NO.	1
KRS0000005911600	08/05/2016	Palm Beach County Officials Assn.		

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations: [X] Sponsors

berations:
[X] Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect. loss caused by a premises defect.

KR- GL-56 (4-07)

Page 1 of 1

With respect to any additional insured included under this policy, this

Insurance does the arriver insured. [X] Sponsors [X] Co- Promoters [X] Any individual person(s) or organization(s) listed below COACHES, OFFICIALS AND VOLUNTEERS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED.

DIVISION: RECREATION SERVICES REVENUE ACCOUNT: 0001-580- EXPENSE ACCOUNT: 0001-580-	5232			IDOR CODE: PALM0168		<u>vent n</u> ) <i>58</i> 0		-	7#41
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### INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

### WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, it is the intent of the Department to organize and make available a certain program / class / lesson referred to as <u>Spring 2017 Junior Basketball League</u>, the "activity"; and

WHEREAS, said activity will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

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

- 1. <u>Term</u>: This Agreement is effective <u>February 18, 2017</u>, and will terminate <u>April 15, 2017</u> and is not subject to extension or renewal.
- 2. <u>Fees and Charges</u>: The fee charged to participate in this activity is \$ <u>35.00</u> per <u>Participant</u> The collection of such fees is the responsibility of the Department

Additional charges, if any, assessed to the participants of the activity are limited to:\_\_\_\_\_

#### 3. Payments To Contractor:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>Five Hundred Sixty One</u> dollars (\$<u>561.00</u>).

OR

\_\_\_\_% of the total participation fees paid.

The total participation fees paid expressly exclude any other fees and charges as may be assessed and collected including but not limited to charges for materials or late registration fees.

1

c. The COUNTY, through the Department, will process payment to CONTRACTOR on a bi-weekly basis following receipt of CONTRACTOR's invoice.

Though CONTRACTOR's invoice will be considered the basis for payment, the actual amount paid will be determined by the COUNTY. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

#### 4. Specific Details:

- a. Instructor: Palm Beach County Officials Association Inc.
- b. Type of service / Name of activity: Junior Basketball League Referees
- c. Day(s)/Date(s) Scheduled: \_\_\_\_\_\_\_Saturdays Spring Dates: Saturdays 2/18, 2/25, 3/4/, 3/11, 3/18, 3/25, 4/1,4/8,4/15
- d. Time Scheduled: 9:30am- 10:30am
- e. Activity area / Location: Westgate Park & Recreation Center Gymnasium
- f. A minimum of 20 and a maximum of 40 paid participants must be received by the Department prior to commencement of the activity. The Department reserves the right to cancel the activity in the event that the specified minimum number of participants have not registered and paid.
- 5. <u>Independent Contractor Relationship</u>: The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement 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.

6. <u>Taxes</u>: It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative.

Version 8/1/2016

8. <u>Subcontracting</u>: CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

#### 9. <u>Performance</u>:

- a. CONTRACTOR agrees to:
  - 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 and the facility;
  - 2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
  - 3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
  - inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
  - 5. inspect the activity area following each activity to assure that the area remains in good condition and order;
  - 6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
  - 7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
  - 8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
  - 9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
- b. COUNTY agrees to:
  - 1. maintain the activity area and associated facilities in a safe and clean condition;
  - 2. conduct registration, collect participation fees, and process refunds;
  - 3. provide activity rosters to the CONTRACTOR; and
  - 4. publicize, promote, and advertise the activity when feasible.
- 10. <u>Exhibits</u>: CONTRACTOR's Scope of Service is included as Exhibit "A" to this Agreement. Any and all other applicable Exhibits hereto are attached and incorporated herein.

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If additional provisions or requirements such as specialty certifications, licenses and/or memberships are applicable to the activity provided for herein, such provisions and/or requirements may be attached hereto as an Exhibit.

- 11. <u>Department Representative</u>: The Department's authorized representative for this Agreement is: Name: <u>Davian Richards, Recreation Specialist II</u> Phone Number: <u>561-694-5455</u>
- 12. <u>Insurance Requirements</u>: It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

- 13. <u>Indemnification</u>: 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 Agreement or due to the acts or omissions of CONTRACTOR.
- 14. <u>Notices</u>: All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department Attn: <u>Recreation Services</u> 2700 6th Avenue South Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Palm Beach County Officials Association Inc.
c/o Arnie Schwartz
7167 Boscanni Drive
Boynton Beach, FL 33437

- 15. <u>Remedies</u>: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.
- 16. <u>No Third Party Beneficiaries</u>: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
- 17. Availability of Funds: COUNTY's performance and obligation to pay under this Agreement for subsequent

4

fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

- 18. <u>Arrears</u>: 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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 19. <u>Public Entity Crimes</u>: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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).
- 20. <u>Criminal History Records Check</u>: 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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.
- 21. <u>Severability</u>: 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.
- 22. <u>Access and Audits</u>: If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Version 8/1/2016

- 23. <u>Entirety of Contractual Agreement</u>: COUNTY and 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.
- 24. <u>Nondiscrimination</u>: 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, familial status, sexual orientation, gender identity and expression, or genetic information.

CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R2014-1421, as amended, or in the alternative, if CONTRACTOR does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R2014-1421, as amended.

- 25. <u>Regulation; Licensing Requirements</u>: 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.
- 26. <u>Public Records:</u> Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:
  - a. Keep and maintain public records required by the County to perform services as provided under this Contract.
  - b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
  - c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency.
  - d. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable

Version 8/1/2016

requirements for retaining public records. All records stored electronically by the **CONTRACTOR** must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT <u>RECORDSREQUEST@PBCGOV.ORG</u> OR BY TELEPHONE AT 561-355-6680.

#### (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written

8

above.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

A By:

Director / Assistant Director Palm Beach County Parks and Recreation Department

In The Event Contract Amount Is Equal To Or Exceeds \$10,000.00:

**County Administrator** 

WITNESS

<u>1/26/1</u>7 Date Signature ICHARDS IVIAN Print

CONTRACTOR - Palm Beach County Officials Association Inc By:

**APPROVED AS TO** FORM AND LEGAL SUFFICIENCY:

**County Attorney** 

me delacant

Palm Beach County Officials Association Inc.

PALM0168

# EXHIBIT "A" Scope of Service

SCOPE OF SERVICE
Palm Beach County Officials Association Inc. will be officiating the Westgate Junior Basketball League ages 6-7 years old. Games Will be played Saturday February 18, 2017 through Saturday April 15, 2017 from 9:30am - 10:30am. Palm Beach County Officials Association Inc. has been officiating basketball leagues at Westgate since 2013.
Zons. Game dates are: 2/18, 2/25, 3/4, 3/11, 3/18, 3/25, 4/1, 4/8, 4/15.
MATERIALS USED
Basketballs
Are participants being transported as part of the Scope of Service? Yes 🗸 No
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According to Florida Statute Chapter 440, are you required to maintain Norkers' Compensation and Employer Liability coverage?

CONTR Palm Beach County Officials Association Inc. OR; SIGN TURE

TITLE (TYPE OR PRINT)

NAME (TYPE OR PRINT)

,

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. 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 Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

#### Palm Beach County Parks & Recreation Department Representative to Initial as applicable:



**No Insurance Required**: Based on scope of services, CONTRACTOR shall not be required to provide insurance.

R

<u>Commercial General Liability</u>: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Auto Liability**: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR 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.

**Workers' Compensation Insurance & Employer's Liability**: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

**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 Agreement. 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, not 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 Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

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Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."

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 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

<u>Certificates of Insurance</u>: Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners C/O Parks and Recreation Department Attn: <u>Recreation Services</u> 2700 Sixth Avenue South Lake Worth, Florida 33461

<u>Umbrella or Excess Liability</u>: If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Dr

DC.

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<u>**Right to Revise or Reject:</u>** 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, coverage, or endorsements, herein from time to time throughout the term of this Agreement. 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.</u>



#### Sadier Sports: SODA

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B       PARTICIPANT ACCIDENT       JXS00000027218600- A       01:17PM ET 08/06/2016       12:01AN ET 08/06/2017       DECESS MEDICAL       \$100,000         DESCRIPTION OF OPERATIONS Issue       JXS00000027218600- A       01:17PM ET 08/06/2016       12:01AN ET 08/06/2017       DECESS MEDICAL       \$100,000         DESCRIPTION OF OPERATIONS // LOCATIONS // UPICLES (JESSA ACCORD 101, Additional Remarks Scheduk, may be stacked if more space is required)       Recessed Medical Scheduk, may be stacked if more space is required)         RE: COVERED Sports Officials - Accident & General Liability 40 Officials       Name at the DES Rish Parchasing Group Association, br       RE: COVERED Sports Officials - Accident & General Liability 40 Officials         Officials Names; Russ Black, Neal Blacetein, Jim Brass, Marshall Brownson, Larry Callewrey, Mike Cress, Bob Devideon, Lee Dombrowsky, Jim Farts, Jason Officials Names; Russ Black, Neal Blacetein, Jim Brass, Marshall Brownson, Larry Callewrey, Mike Cress, Bob Devideon, Lee Dombrowsky, Jim Farts, Jason Officials Names; Russ Black, Neal Blacetein, Jim Brass, Marshall Brownson, Larry Callewrey, Mike Cress, Bob Devideon, Lee Dombrowsky, Jim Farts, Jason Officials Acident Only: 8100,000 Excess Medical; \$5,000 Accidentel Desth or Dismemberment; Felos, Stave Cutter (Sports Officials Acident Only: 8100,000 Excess Medical; \$5,000 Accidentel Desth or Dismemberment; \$500 Per cleatin deductible; Physical Therapy & Chropractic Vista - 5 Visita Madmum @ \$50 Per Visit; Hospitalization - Inpetient & Outpatilert - \$1,000 Madmum; Surgeon - \$2,000 Madmum; Sports Officials General Liability as Part of Package; \$2,000,000 Each Occourrence; \$2,000,000 Legal Liability to Participants (Brain Injury provision: \$4,000,000 suggregatis); W		EXCLUDED?							EL. DISEASE - EA EOMPLOYEE			
B         PARTICEPANT ACCIDENT         JXS00000027218600- A         01:17PM ET 08/05/2016         12:01ANI ET 08/05/2017         EXCESS MEDICAL         \$100,000           DESCRIPTION OF OPERATIONS /LOCATIONS /VENCLES (Alson ADDRD 101, Additional Remarks Schedule, may be attached if more space is required)         ADD         \$60,000           The General Liability and cy, is part of the ERB Risk Perchang Group Association, inc.         The required above, is part of the ERB Risk Perchang Group Association, inc.         The Covered Schedule, may be attached if more space is required)           RE: COVERED 8ports Officials - Accident & General Liability 40 Officials         Cation Lick Howard, John Huston, March Lavdel, March Lavdeley, Jay Lupo, Cari Moheinger, Charles Moxey, Rich Nimphius, Jay Oberfield, Carrado Pacula, Jay Paldin, Mike Poza, Bian Bander, Loren Schimenety, Amle Schwartz, John Socolari, Bob Thomas, Rod Wetzel, Denny Zaeltey, Joe Cassiers, Tony Diaz, Rich Schilko, Lee Lipakci, Arthur Reis, Hactor Roman, March Turdel, Ed Richardson, Barbara Failco, Steve Cutier deductible; Physical Therapy & Christel Moxey, Joe Cassiers, Tony Diaz, Rich Schilko, Lee Lipakci, Arthur Reis, Hactor Roman, March Turdel, Ed Richardson, Barbara Failco, Steve Cutier Actinic Physical Therapy & Christel Moxey, Joe Cassiers, Tony Diaz, Rich Schilko, Lee Lipakci, Arthur Reis, Hactor Roman, March Turdel, Ed Richardson, Barbara Failco, Steve Cutier Actinical Scholen Units Assembra and Assistant Surgeon - Masdmum of 25% Surgeon's Benefits, Emergency Room - \$500 Maxdmum; Surgeon's Benefits - \$2,000 Maxdmum; Surgeon's Mastent and Assistant Rusted abovs,		yes, describe under DEBCRIPTION							<u> </u>			
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DESCRUPTION OF OPERATIONS / LOCATIONS / VEHICLES (Alliant ADDRD 101, Additional Remarks Schodule, may be attached if more space is required) The General Lability policy, if included above, is part of the ERE Risk Perchandry Group Association, Inc. RE: COVERED Sports Officials - Accident & General Lability 40 Official Names: Russ Black, Neal Bluestein, Jim Brass, Marshall Browneon, Larry Callaway, Mike Cress, Bob Davidson, Lee Dombrowsky, Jim Fents, Jason Gross, Ed Gulfani, Dick Howard, John Huston, Martin Landin, Marty LaValley, Jip Lugo, Carl Mohsinger, Cherles Mozoy, Rich Nimphius, Jay Oberfield, Carrado Padula, Jay Padilin, Mike Pozz, Blan Bander, Loren Schlimensky, Amile Schwartz, John Bootarin, Bob Thomes, Rod Weizel, Denny Zastoy, Joe Cassiers, Tony Diaz, Rich Schilto, Lee Lipsick, Arthur Reis, Hactor Roman, Mark Trudel, Ed Richardson, Barbara Felica, Stave Cutter (Sports Officials Accident Only: \$100,000 Excess Medical; \$5,000 Accidental Death or Dismemberment; \$500 per delm deductible; Physical Therapy & Chiropractic Vists - 5 Vists Madmum & \$200 Per Vist; Hoepitalexton - Inpatient & Otionatient - \$1,000 Madmum; Surgeon's Benefits - \$2,200 Maximum for \$25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Group Associations, Net. Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Orabits - \$2,500 Maximum Per Visit) (Sports Officials General Liability as Part of Packages \$2,000,000 Each Occurrence; \$2,000,000 Each Orabits - \$4,000,000 ggroups and Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Physician Visits - \$4,000,000 ggroups and Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Dravision: \$4,000,000 ggroups and as an addenal insured, but only with reput to the Jabity arking aut office parameters and assister to a safet of the Insured abore. CERTIFICATE HOLDER CANCEL	D		ļ	ľ				A & & & & & & & & & & & & & & & & & & &				
40 Officials Official Names: Russ Black, Neal Bluestein, Jim Brass, Mershall Browneon, Lany Calleway, Mike Cress, Bob Devideon, Lee Dombrowsky, Jim Fernis, Jason Official Names: Russ Black, Neal Bluestein, Jim Brass, Mershall Browneon, Lany Calleway, Mike Cress, Bob Devideon, Lee Dombrowsky, Jim Fernis, Jason Orace, Ed Gulfani, Dick Howard, John Huston, Martin Landin, Marty LuYalley, Jay Lugo, Carl Moheinger, Charles Moxey, Rich Nimphlus, Jay Oberfield, Carrado Padula, Jay Paldin, Mike Poza, Bian Sander, Loren Schimansky, Amle Schwartz, John Socolari, Bob Thomes, Rod Wetzel, Denny Zaskey, Joe Casslere, Tony Ditaz, Rich Schilto, Lee Lipsick, Arbur Reis, Hactor Roman, Martin Tudel, Ed Richardson, Barbara Felica, Steve Cutter (Sports Officials And Ausistant Surgeon - Maximum @ \$50 Per Visit; Hospitalization - Inpetient & Outpatient - \$1,000 Maximum; Surgeon's Benefits - \$2,000 Maximum; Anestheelia And Ausistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Surgeon's Benefits - \$2,000,000 Each Occurrance; \$2,000,000 Legal Liability to Participants (Brain Injury provision: \$4,000,000 aggregate); Walver/ Release Recommended) NOTE: The Participant Accidental Insite of the BRB Risk Purchasing Group Association, Inc. The eactificits General Liability as Part of Package: \$2,000,000 Each Occurrance; \$2,000,000 Legal Liability to Participants (Brain Injury provision: \$4,000,000 aggregate); Walver/ Release Recommended) NOTE: The Participant Accidentel Insite of the BRB Risk Purchasing Group Association, Inc. The eactificate General Liability as to a part of the BRB Risk Purchasing Group Associations of the Insured above. CERTIFICATE HOLDER CANCELLATION RELATIONSHIP: Property Owned/ Lessor Paim Beach County Board of County Commissioners, a Potitical Subdivision of the Batte of Florida, Its Officers, Employee 2700 6th Avenue South										185,000		
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(Sports Officials Accident Only: \$100,000 Excess Medical; \$5,000 Accidental Desth or Diememberment; \$500 per claim deductible; Physical Therapy & Chropradic Visits - 5 Visits Meadmum; Burgeon's Benefits - 42,000 Maximum; Anesthesia And Assistant Surgeon's Benefits - 42,000 Maximum; Anesthesia And Assistant Surgeon's Benefits - 500 Maximum; Provision Visits - 500 Maximum; Provision	Padula	, Jey Paldin, Mike Poza, Blan Sand	ler, Lon	en Schin	nansky, A	mie Schwartz, Jo	hn Socolari, Bob Ti	homes, Rod Wetze	I, Denny Zasitey, Joe Caselera	Tony		
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CERTIFICATE HOLDER     CANCELLATION       RELATIONSHIP:     SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.       Property Owner/Lessor     DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.       Paim Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employee     AUTHORIZED REPRESENTATIVE (company 5)       AUTHORIZED REPRESENTATIVE (company 5)     AUTHORIZED REPRESENTATIVE (company 5)	NOTE: 1	nuz), vvarvan rockasa reacon man he Participant Accident policy, il include facto ballas la solidad de cataloguest	d above.	, is not a p	part of the I	IRS Rick Purchasing	Group Association, in	iC.				
DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A) AUTHORIZED REPRESENTATIVE (company A) AUTHORIZED REPRESENTATIVE (company B) AUTHORIZED REPRESENTATIVE (company B) AUTHORIZED REPRESENTATIVE (company B) AUTHORIZED REPRESENTATIVE (company B) AUTHORIZED REPRESENTATIVE (company B)		and the second se										
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Pain Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employee 2700 6th Avenue South									MANCE WITH THE POLICY PRO	VISIONS.		
Commissioners, a Political Subdivision of the State of Florida, its Officers, Employee 2700 6th Avenue South	Paim	Beach County Board of Co	untv		ľ	A. H. A		<b>ry</b>				
2700 6th Avenue South	Comn	nissionera, a Political Subd	ivisio		● Ľ	North Buchest						
	State of Florida, its Officers, Employee					AUTHORIZED REPRESENTATIVE (company 6)						
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Coverage is only extended to U.S. events end activities ~ NOTICE TO TEXAS INSUREDO: The Insurer for the purchasing group may not be subject to all the insurance laws and regale ACORD 25 (2014/01) roup may not be subject to all the insurance laws and regulations of the State of Texas. © 1965-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

<b>REVENUE</b> A	ECREATION SERVI CCOUNT: 0001-580 CCOUNT: 0001-580	- 5232 -472109	VENDOR CODE: PALM0168	LOCUMENT NUMBER	Commission To Commission
M/C:	PS:	ET		DD: K	atin Do tune
		7			

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

### WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, said activity will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

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

- 1. <u>Term</u>: This Agreement is effective <u>February 18, 2017</u>, and will terminate <u>April 15, 2017</u> and is not subject to extension or renewal.
- 2. <u>Fees and Charges</u>: The fee charged to participate in this activity is \$ <u>35.00</u> per <u>Participant</u> The collection of such fees is the responsibility of the Department.

Additional charges, if any, assessed to the participants of the activity are limited to:\_\_\_\_\_

#### 3. Payments To Contractor:

- a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed <u>Four thousand two hundred</u> dollars (\$<u>4,200.00</u>).
- b. Payments to CONTRACTOR will be \$27.00 per Game

OR

\_\_\_\_% of the total participation fees paid.

The total participation fees paid expressly exclude any other fees and charges as may be assessed and collected including but not limited to charges for materials or late registration fees.

c. The COUNTY, through the Department, will process payment to CONTRACTOR on a bi-weekly basis following receipt of CONTRACTOR's invoice.

Though CONTRACTOR's invoice will be considered the basis for payment, the actual amount paid will be determined by the COUNTY. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

#### 4. Specific Details:

- a. Instructor: Palm Beach County Officials Association Inc.
- b. Type of service / Name of activity: Youth & Teen Basketball League Referee
- c. Day(s)/Date(s) Scheduled: <u>Saturdays 2/18,2/25,3/4,3/11,3/18,3/25,4/1,4/8,4/15</u>
- d. Time Scheduled: \_\_\_\_\_
- e. Activity area / Location: Westgate Park & Recreation Center Gymnasium
- f. A minimum of <u>80</u> and a maximum of <u>160</u> paid participants must be received by the Department prior to commencement of the activity. The Department reserves the right to cancel the activity in the event that the specified minimum number of participants have not registered and paid.
- 5. <u>Independent Contractor Relationship</u>: The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement 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.

6. <u>Taxes</u>: It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative.

8. <u>Subcontracting</u>: CONTRACTOR may not, without the advance written consent of the Department, 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 and the facility;
  - 2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
  - 3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
  - inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
  - 5. inspect the activity area following each activity to assure that the area remains in good condition and order;
  - 6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
  - 7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
  - 8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
  - 9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
- b. COUNTY agrees to:
  - 1. maintain the activity area and associated facilities in a safe and clean condition;
  - 2. conduct registration, collect participation fees, and process refunds;
  - 3. provide activity rosters to the CONTRACTOR; and
  - 4. publicize, promote, and advertise the activity when feasible.
- 10. <u>Exhibits</u>: CONTRACTOR's Scope of Service is included as Exhibit "A" to this Agreement. Any and all other applicable Exhibits hereto are attached and incorporated herein.

If additional provisions or requirements such as specialty certifications, licenses and/or memberships are applicable to the activity provided for herein, such provisions and/or requirements may be attached hereto as an Exhibit.

- 11. <u>Department Representative</u>: The Department's authorized representative for this Agreement is: Name: <u>Davian Richards, Recreation Specialist II</u> Phone Number: (561) 694-5455
- 12. <u>Insurance Requirements</u>: It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

- 13. <u>Indemnification</u>: 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 Agreement or due to the acts or omissions of CONTRACTOR.
- 14. <u>Notices</u>: All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

 Palm Beach County Parks and Recreation Department

 Attn:
 Recreation Services

 2700
 6th Avenue South

Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Palm Beach County Officials Association Inc.						
C/O Arnie Schwartz						
7167 Boscanni Drive						
Boynton Beach, FL33437						

- 15. <u>Remedies</u>: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.
- 16. <u>No Third Party Beneficiaries</u>: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
- 17. <u>Availability of Funds</u>: COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.



- 18. <u>Arrears</u>: 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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 19. <u>Public Entity Crimes</u>: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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).
- 20. <u>Criminal History Records Check</u>: 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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.
- 21. <u>Severability</u>: 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.
- 22. <u>Access and Audits</u>: If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 23. <u>Entirety of Contractual Agreement</u>: COUNTY and 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.
- 24. <u>Nondiscrimination</u>: 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, familial status, sexual orientation, gender identity and expression, or genetic information.

CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R2014-1421, as amended, or in the alternative, if CONTRACTOR does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R2014-1421, as amended.

- 25. <u>Regulation: Licensing Requirements</u>: 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.
- 26. <u>Public Records</u>: Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:
  - a. Keep and maintain public records required by the County to perform services as provided under this Contract.
  - b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
  - c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency.
  - d. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable

Version 8/1/2016

requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

. . . **.** 

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT <u>RECORDSREQUEST@PBCGOV.ORG</u> OR BY TELEPHONE AT 561-355-6680.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS:** 

By:

Director / Assistant Director Palm Beach County Parks and Recreation Department

In The Event Contract Amount Is Equal To Or Exceeds \$10,000.00:

County Administrator -

WITNESS -Č. Signature ICHARDS 1 AVIAN Print

CONTRACTOR -Palm Beach County Officials Association Inc By: Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney -

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CONTRACTOR NAME: Palm Beach County Officials Association Inc.	VENDOR CODE: PALM0168	DOCUMENT NUMBE
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SCOPE OF S	SERVICE	
Palm Beach County Officials Association Inc. will be officiati ages 8-11 years old and Teen Division ages 12-17. Games through Saturday, April 15,2017 from 11am-5pm. Palm Be officiating basketball leagues at Westgate since 2013.	will be played on Sat	urdays, February 18,201
Game Days: Saturdays 2/18,2/25,3/4,3/11,3/18,3/25,4/1,4/8,4/15		
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Basketballs Are participants being transported as part of the Scope of S According to Florida Statute Chapter 440, are you required Workers' Compensation and Employer Liability coverage?	ervice?	

EXHIBIT "A" Page 1 of 1

## EXHIBIT "B" Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. 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 Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

#### Palm Beach County Parks & Recreation Department Representative to Initial as applicable:



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**No Insurance Required**: Based on scope of services, CONTRACTOR shall not be required to provide insurance.

<u>Commercial General Liability</u>: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

<u>Auto Liability</u>: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR 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.

Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

**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 Agreement. 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, not 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 Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

EXHIBIT "B" Page 1 of 2

## EXHIBIT "B" Insurance Requirements

- Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "<u>Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents.</u>"
- **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 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

<u>Certificates of Insurance</u>: Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners C/O Parks and Recreation Department Attn: <u>Recreation Services</u> 2700 Sixth Avenue South Lake Worth, Florida 33461

<u>Umbrella or Excess Liability</u>: If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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**<u>Right to Revise or Reject</u>**: 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, coverage, or endorsements, herein from time to time throughout the term of this Agreement. 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.

EXHIBIT "B" Page 2 of 2

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