



INDIAN TRAIL
DISTRICT - DRAINAGE, PARKS & ROADS

Board of Supervisors Meeting Agenda
Wednesday, May 27, 2020 at 6:00 P.M.

ZOOM Webinar Link:

<https://indiantrail.zoom.us/j/84746171151?pwd=Mno4cUtKcGZhRlpxeVBYYV29ycGhsdz09>

Facebook Live Link: <https://www.facebook.com/186357314765751/live/>

Follow Meeting Updates on www.indiantrail.com
([as of 05/22/2020](#))

1. CALL TO ORDER
 2. PLEDGE OF ALLEGIANCE
 3. ROLL CALL
 4. WELCOMING REMARKS
 - 4.1 President's Welcoming Remarks
 - 4.2 Supervisors' Welcoming Remarks (1 minute each)
 5. AGENDA APPROVAL
 - 5.1 Additions, Deletions, Substitutions
 6. REGULAR AGENDA
 - 6.1 Consider: Acreage Community Park South Expansion (ACPSE)
 - 6.2 Consider: Park Independent Contractor Services Agreement
 7. PROOF OF NOTICE
 8. ADJOURNMENT
-

Any person wishing to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made. Persons with disabilities requiring accommodations in order to participate should contact the District at 561-793-0874. If you are hearing or speech impaired, please contact The Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (ttd).

Mobility Study Workshop: June 3, 2020 from (6:00 to 7:30 PM)
Next Regular Board Meeting: June 10, 2020 at (6 PM)



INDIAN TRAIL
DISTRICT - DRAINAGE, PARKS & ROADS

Board of Supervisors

Item 6.1

Executive Summary

To: Board of Supervisors
From: Staff
Date: May 27, 2020
Subject: Acreage Community Park Landscaping Change Order

(FORTHCOMING)



Board of Supervisors

Item 6.2

Executive Summary

To: Board of Supervisors
From: Liz Ricci, Director of Parks and Recreation
Date: May 22, 2020
Subject: Independent Contract Agreement

Background

The Parks and Recreation Department Director has drafted an Independent Contract Agreement along with a waiver to be approved by the board for an upcoming Barrel Racing Clinic. The Board is being asked to approve the contract to be used by staff for current and future activities, events and programs.

Fiscal Impact

The District will be making a \$190 profit. The total cost of the clinic is \$1,500. The cost is already covered based on 15 participants. There will be no additional staffing costs because we already have staff assigned to work regardless of this event.

Staff Recommendation

The Parks and Recreation Director recommends to approved the Independent Contract Agreement which will give staff the ability to plan activities, programs and events.

Indian Trail Improvement District

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between **INDIAN TRAIL IMPROVEMENT DISTRICT** ("District") and **KIM THOMAS** ("Independent Contractor") as follows:

RECITALS

WHEREAS, District's Parks and Recreation Department has need of professional services of an Independent Contractor based upon the Independent Contractor's training, ability, knowledge and experience and wishes to retain the services of Independent Contractor for the services described on the attached **Exhibit "A"** (the "Scope of Services");

WHEREAS, the work to be performed by the Independent Contractor is specialized and is not an integral part of the District's standard service function; and

WHEREAS, the Independent Contractor represents that he/she has the skill, training, and experience to provide the Services in a manner consistent with industry standards and appropriate to the task;

NOW, THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The above referenced Recitals are true and correct and made a part hereof.

Section 2. The District hereby retains Independent Contractor, not as an employee, but as an independent contractor pursuant to IRS regulations.

Section 3. The Independent Contractor will provide the Services set forth on **Exhibit "A"**, attached hereto and made a part hereof, based upon independently established procedures or prevailing industry specifications, and based upon his/her training and experience; the Services shall be performed in a professional manner consistent with the standards of his/her industry and in a manner determined appropriate to the circumstances by the Independent Contractor. District shall provide no training to Independent Contractor, but instead is relying on the training and experience of Independent Contractor obtained independently

Section 4. The Independent Contractor shall not be entitled to any District employment benefits, including but not limited to social security, worker's compensation, unemployment insurance, Federal Family and Medical Leave Act, health or disability benefits, vacation, sick leave, pension or any other employment benefits of any kind whatsoever.

Section 5. In providing the Services, the Independent Contractor may use assistants who operate under his/her exclusive direction and control, and are being retained by Independent Contractor for the purpose of providing these Services.

Section 6. The Services will be performed by the Independent Contractor, to begin on 6/4/2020 and end on 6/4/2020. The Services will not be provided on a continuing basis but for the specific period provided herein.

Section 7. Any renewal of this Agreement can only be undertaken by virtue of a written amendment executed by the parties.

Section 8. The Independent Contractor is free to provide the Services to other clients of its choosing and at its full and total discretion without consulting with the District outside of the agreement.

Section 9. The Services shall be provided at Nicole Hornstein Equestrian Park at such times as determined to be mutually convenient for the Independent Contractor and appropriate for the District.

Section 10. The Independent Contractor has complete control over the routine or manner in which Services are to be performed. but shall comply with all appropriate industry standards and safeguards necessary to perform the Services in a safe and professional manner.

Section 11. Compensation for the Services shall be inclusive as set forth on **Exhibit "B"**, attached hereto and made a part hereof.

Section 12. Independent Contractor shall perform Services for the entire period as set forth above in order to complete performance of the Services in a professional manner and is responsible for said completion.

Section 13. Independent Contractor shall supply his/her own tools, equipment or other materials needed to provide the Services and shall be responsible for all operating, travel and living expenses, as well as any other expenses incident to performing the Services. Independent Contractor shall also be responsible for all federal, state and local employment taxes on all income earned by her/him or any assistants.

Section 14. The Independent Contractor shall be paid based upon the submission of invoices on the Independent Contractor's letterhead or company invoice. The invoice must be submitted to the Director of Parks and Recreation Department or designee. The invoices shall not exceed the contract amount as set forth herein. Payment shall be in accordance with the provisions of the Florida Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes.

Section 15. The Independent Contractor, by virtue of his/her signature on this Agreement, certifies that he/she will report all income and expenses from their business or profession on Schedule C, Schedule C-EZ or Schedule SE as part of Form 1040 each tax year.

Section 16. The District, in accordance with federal and state requirements, will submit a Form 1099 at calendar year end to the federal government for all independent contractors having grossed income exceeding \$600.00, which thereupon will be reported for income tax purposes.

Section 17. The Independent Contractor hereby indemnifies and holds District harmless from any and all causes of action, liabilities, claims, or other obligations and penalties in anyway relating to the performance by Independent Contractor, or his/her employees or subcontractors, of the Services of Independent Contractor pursuant to this Agreement. Nothing herein shall be deemed to waive any sovereign immunity enjoyed by the District or any limitation on the District's liability as provided in Section 768.28, Florida Statutes.

Section 18. The Independent Contractor shall provide and maintain during the life of the Agreement the following insurance coverages:

General liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars combined single limit.

Workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Independent Contractor.

The District shall be named and included as an "Additional Insured" under all required insurance policies, excluding workers' compensation. The District shall also be identified as the "Certificate Holder" on a certificate of liability insurance (ACORD Form 25), which shall be delivered to the District within 10 days of execution of this Agreement, which certificate of insurance shall be continuously maintained by Independent Contractor, Subs and assistants throughout the Term of this Agreement

The Independent Contractor shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the District.

Section 19. The District may terminate this Agreement at any time for convenience, with or without cause, upon written notice to the Independent Contractor

The District may terminate this Agreement for cause immediately and without prior notice to the Independent Contractor should the District determine that the Independent Contractor has breached any provision of this Agreement. Should the District terminate this Agreement for cause, the District shall provide reasonable notice as soon as possible to the Independent Contractor.

The Independent Contractor may terminate this Agreement by giving the District written notice at least thirty (30) calendar days prior to the effective date of termination.

In the event of termination or upon expiration of this Agreement, Independent Contractor and District shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Independent Contractor to the District or to any other person or entity the District may designate, and to maintain during such period of transition that same services provide to the District pursuant to the terms of the Independent Contractor will take all reasonable and necessary actions to transfer all records, etc. and data of the District in its

- a. This Agreement is the only Agreement between the Independent Contractor and District and may be amended in writing and agreed upon by both parties. No waiver of any term or condition of this Agreement shall be continuing waiver thereof.
- b. The Independent Contractor shall, without additional expenses to District, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein.
- c. The Independent Contractor shall regularly confer with the Parks and Recreation Department Director or designee, and shall attend all meetings as required by the Parks and Recreation Department Director or designee.
- d. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- e. This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.
- f. The Independent Contractor shall keep all books, records and rosters in accordance with regularly accepted accounting procedures, and shall make those documents available to the District for inspection and audit at all times.
- g. This Agreement shall be construed and governed pursuant to Florida law. Any litigation between the parties, which arises out of or is related to this Agreement, shall be maintained solely in the Florida state courts situated in Palm Beach County, Florida. Further, the parties hereby expressly waive any right to trial by jury in any litigation between the party, which arise out of or is related to this Agreement.
- h. If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
- i. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- j. No waiver by the District of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Independent Contractor of the same, or any other provision or the enforcement thereof. The District's consent to or approval of any act by Independent Contractor requiring the District's consent or approval shall not be deemed to render unnecessary the obtaining of the

District's consent to or approval of any subsequent consent or approval of Independent Contractor , whether or not similar to the act so consented to or approved.

- k. The Independent Contractor shall not, under any circumstances assign this Agreement or its rights or duties without prior written authorization from the District.
- l. Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.
- m. **Public Records.** Independent Contractor shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records).
- n. **Inspector General.** Independent Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

Section 24. This agreement shall take effect on the date the last party affixes his signature hereto.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

INDIAN TRAIL IMPROVEMENT DISTRICT:

By: _____
Burgess Hanson, Executive Director

Date: _____

INDEPENDENT CONTRACTOR:

KIM THOMAS: BARREL HORSE TRAINING

By: _____

Title: Owner

Printed Name: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

Barrel Clinic will take place at Nicole Hornstein Park. Locations and time offerings of classes can be added or changed at the discretion of the District.

- Clinic, Thursday, June 4, 2020 (8:30am-11:30am)
- Clinic, Thursday, June 4, 2020 (4:30pm-7:30pm)

Participants must show paid receipts to participate in class.

EXHIBIT "B"
COMPENSATION

The Compensation will be based on a one-time \$1,500 payment for the scope of work in **Exhibit "A"**.

Kim Thomas must provide to District sign-in sheets with attendee's name, phone number and copy of waiver.

EXHIBIT "C"
Waiver

Barrel Clinic Participant Waiver

_____ has been granted permission to attend Nicole Hornstein Equestrian Park for a Barrel Clinic on **June 4, 2020**. By signing this form, you shall acknowledge the following:

- A. I hereby Indemnify and Hold Harmless the District, its Board of Supervisors, Officers, District Engineer, District Attorneys, Professional Consultants, Personnel, Agents, Successors, Invitees and Assigns against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from my use or recreational activity at the Nicole Hornstein Equestrian Park whether by negligence or not, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event that the District is made a party to any litigation commenced against me or by me against any third party, then I agree to indemnify and hold the District harmless and pay all costs and attorney fees incurred by the District in connection with such litigation and for any appeals thereof. Parents or guardians shall be responsible for the actions of minor children.
- B. I assume full responsibility for any risk of bodily injury, death or property damage due to my negligence or otherwise while I use the District's Equestrian Park. I further agree to assume full responsibility for any environmental damage that I may cause to the District's Nicole Hornstein Equestrian Park.
- C. I agree that this Release Waiver and Indemnity is intended to be as broad and inclusive as permitted by the Laws of the State of Florida, and that if any portion of this agreement is held invalid, I agree that the balance shall continue in full force and effect.
- D. I understand that the District will approve this request for the above specified date, and that this approval in no way relieves me from complying with all local, state and/or federal regulations, laws or ordinances.
- E. I acknowledge the possibility of contact with hazardous wildlife and I will act responsibly and with due care.

Permittee Signature

Date

Name Printed

AMENDED NOTICE OF MEETINGS
OF INDIAN TRAIL IMPROVEMENT DISTRICT
INCLUDING HOSTING ONLINE MEETINGS FOR PUBLIC TO PROVIDE INPUT

Indian Trail Improvement District is hosting Board of Supervisors Meetings to provide public input for the following dates commencing at 6:00 P.M.:

May 27, 2020	June 3, 2020
June 10, 2020	June 24, 2020
July 1, 2020	July 8, 2020
July 15, 2020	July 22, 2020
July 29, 2020	

The purpose of these Board Meetings is to conduct business relating to the Acreage Community Park South Expansion and other District Parks/Recreation Programs and Events.

Meetings include online public participation as part of Indian Trail Improvement District's efforts to continue engaging the Public as it takes steps to prevent potential spread of COVID-19.

Following the direction of Governor Ron DeSantis and the Florida Department of Health to avoid large in-person gatherings and promote social distancing during the COVID-19 Emergency, Public Meetings will be held and may be attended by the Public only using ZOOM, a Communications Media Technology (CMT). ZOOM is a free online meeting tool that can be accessed from any computer, tablet, or smart phone. To attend the Public Board Meetings using ZOOM, please go to the District Website www.indiantrail.com for the link to join the Meeting with instructions (under Alerts and Announcements section). If you have any questions about ZOOM or the conduct of Meetings by CMT, please contact the District at 561-815-9946.

Once Governor Ron DeSantis and the Florida Department of Health allow in-person meetings, Board of Supervisor Meetings will be held in the District Administration Building located at 13476 61st Street North, West Palm Beach, FL 33412. The Public is asked to check the District website for up-to-date meeting information and instructions.

If a person decides to appeal the decision of the Board of Supervisors with respect to any matter considered at the Public Board Meetings herein referred, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence

upon which the appeal is based. Any evidence, testimony, and argument which is offered utilizing CMT shall be afforded equal consideration as if it were offered in person, and shall be subject to the same objections.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodation to participate in this proceeding should contact the District at (561) 793-0874 as early as possible prior to the meeting so that we have time to address the request.

Meetings may be cancelled from time to time without advertised notice.

POSTED: May 22, 2020

PUBLISHED: Palm Beach Post
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