

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 16, 2008

☒ 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 approve: Agreement with Palm Beach County Officials Association, Inc. in an amount not-to-exceed \$297,648, for a period of three (3) years beginning January 2, 2009, through January 1, 2012, for sports officiating services.

Summary: The current agreement (R2005-1533) for providing sports officiating services for softball expired on September 30, 2008. On October 27, 2008, a Request for Services (RFS) was issued seeking submittals for Amateur Softball Association (ASA) softball officiating at County facilities. The Department received only one bid, reviewed that bid, and deemed that bid as acceptable. The cost of this Agreement will be completely offset by revenue derived from program fees. Countywide (DW)

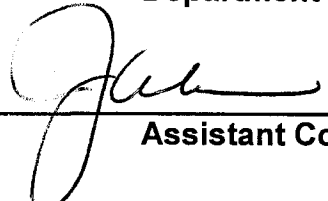
Background and Justification: Although the Purchasing Ordinance exempts sports officials from competitive procurement, the Department issued a RFS for softball officiating services. Palm Beach County Officials Association, Inc. was the only vendor to respond to the RFS. The respondent has provided sports officiating services for the County for the past six years, and has provided satisfactory service throughout the term of their past two contracts.

Because the Purchasing Ordinance exempts this type of agreement from the purchasing process, the Parks and Recreation Department, along with the County Attorney's Office, has developed the attached Agreement for the provision of sports officiating services. The not-to-exceed value of the contract is \$89,517 in FY2009, \$91,464 in FY2010, \$93,411 in FY2011 and \$23,256 in FY2012, for a total of \$297,648 over the three year Agreement period. The Agreement will be monitored and administered by the Parks & Recreation Department.

Attachment: Agreement for Softball Officiating Services

Recommended by: 
Department Director

11/20/08
Date

Approved by: 
Assistant County Administrator

12/9/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>89,517</u>	<u>91,464</u>	<u>93,411</u>	<u>23,256</u>	<u>-0-</u>
External Revenues	<u>(89,517)</u>	<u>(91,464)</u>	<u>(93,411)</u>	<u>(23,256)</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Department 580 Unit 5201/5252
 Object 3422/Revenue Source 4721 Program N/A

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

FUND: General Fund
 UNIT: Athletic Programs and West Boynton Recreational Facility

There is no fiscal impact to the County as the cost of this Agreement will be completely offset by revenue derived from program fees.

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

adwillhite 12-1-08
 OFMB 11/26/08 CN 11/24/08
SH 11/24/08

Jim J. Jacobson 12/18/08
 Contract Development and Control
E. Jones 12/8/08

B. Legal Sufficiency:

[Signature] 12/9/08
 Assistant County Attorney

This Contract complies with our
 contract review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

AGREEMENT FOR SOFTBALL OFFICIATING SERVICES

This Agreement is made as of this _____ day of _____ 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Parks and Recreation Department (hereinafter referred to as the DEPARTMENT) and Palm Beach County Officials Association, Inc. a corporation authorized to do business in the State of Florida, (hereinafter referred to as the ASSOCIATION) whose Federal I.D. number is 650250887.

WHEREAS, the DEPARTMENT operates softball events at County recreation facilities for the residents of Palm Beach County on a Countywide basis; and

WHEREAS, the DEPARTMENT desires to provide softball officials to officiate said events; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the DEPARTMENT and the ASSOCIATION agree as follows:

ARTICLE 1 – SERVICES

The ASSOCIATION'S responsibility under the Agreement is to provide qualified officials for slow pitch softball at County recreation facilities, as more specifically set forth in the Scope of Work detailed in Attachment "A," attached hereto and incorporated herein.

The DEPARTMENT'S representatives/liaisons during the performance of this Agreement shall be the Athletics Programs Coordinator, telephone number 561-966-7032.

The ASSOCIATION'S representative/liaison during the performance of this Agreement shall be Andrew Holzinger, Athletics Program Coordinator, telephone number 561-966-7032.

ARTICLE 2 – SCHEDULE

The ASSOCIATION shall commence services on January 2, 2009, and complete all services by January 1, 2012.

Reports and other items shall be delivered or completed in accordance with Attachment "A".

ARTICLE 3 – PAYMENTS TO ASSOCIATION

A. The total amount to be paid by the DEPARTMENT under this Agreement for all services shall not exceed a total contract amount of \$89,517 in FY 2009, \$91,464 in FY 20010, \$93,411 in FY 2011, and \$23,256 in FY 2012. The ASSOCIATION will bill the DEPARTMENT on a bi-weekly basis for services, at the amounts set forth in Attachment "A".

B. Invoices received from the ASSOCIATION pursuant to this Agreement will be sent to the County's representative for review that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the DEPARTMENT'S Contract Management Clerk and the Finance Department. The DEPARTMENT will use good faith efforts to pay the ASSOCIATION within 14 days from the date said invoices are sent to the Finance Department.

C. Final Invoice: In order for both parties herein to close their books and records, the ASSOCIATION will clearly state "final invoice" on the ASSOCIATION'S final invoice to the DEPARTMENT. This certifies that all services have been properly performed and all charges and costs have been invoiced to the DEPARTMENT. Since this account will thereupon be closed, any and all further charges not included on said final invoice are waived by the ASSOCIATION.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the ASSOCIATION shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current, as of the date of the Agreement and that same are no higher than those charged the ASSOCIATION'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any sums should the DEPARTMENT determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The DEPARTMENT shall exercise its rights under this Article 4, within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Agreement may be terminated by the ASSOCIATION upon thirty (30) days prior written notice to the DEPARTMENT'S representative in the event of substantial failure by the DEPARTMENT to perform in accordance with the terms of this Agreement through no fault of the ASSOCIATION. It may also be terminated, in whole or in part, by the DEPARTMENT, with or without cause, immediately upon written notice to the ASSOCIATION. Unless the ASSOCIATION is in breach of this Agreement, the ASSOCIATION shall be paid for services rendered to the DEPARTMENT'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DEPARTMENT the ASSOCIATION shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all subcontracts relating to the performance of the terminated work.
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The ASSOCIATION represents that it has, or will, secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the DEPARTMENT.

All of the services required hereunder shall be performed by the ASSOCIATION or under its supervision, and all personnel engaged in performing the services shall be fully qualified, certified, and if required, authorized or permitted under state and local law to perform such services.

The ASSOCIATION warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of ASSOCIATION'S personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING

The ASSOCIATION shall use reasonable good faith efforts to carry out the County's Small Business Enterprises (SBE) policy in the award of subcontracts.

The ASSOCIATION shall ensure that SBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the ASSOCIATION shall take all necessary and reasonable steps to ensure that SBE firms have the maximum opportunity to compete for, and perform contracts and subcontracts.

ARTICLE 8 – FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The DEPARTMENT will sign an exemption certificate submitted by the ASSOCIATION. The ASSOCIATION shall not be exempted from paying sales tax to its suppliers for materials used to fulfill the contractual obligations hereunder.

The ASSOCIATION shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

The ASSOCIATION shall be responsible for obtaining all necessary permits, licenses, and/or registration cards and I-9 Forms (Employment Eligibility Verification) in compliance with all applicable federal, state and local statutes.

ARTICLE 9 – AVAILABILITY OF FUNDS

The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 10 – INSURANCE

The ASSOCIATION shall require each official to be a member of an approved National Governing Association, as defined in Attachment "A," page 1, attached hereto and incorporated herein, and to provide and maintain evidence that each official is covered by the applicable National Governing Association's General Liability Insurance in the minimum amount of **\$1,000,000** for each occurrence, prior to assigning any official to officiate under this Agreement.

The ASSOCIATION agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. ASSOCIATION agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."

To the extent required in Chapter 440. F.S., the ASSOCIATION shall maintain, during the life of this Agreement, Worker's Compensation Insurance and Employer's Liability Insurance.

The ASSOCIATION agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit ASSOCIATION to enter into a pre-loss agreement to waive subrogation without an endorsement, then ASSOCIATION agrees to 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 specifically prohibiting such an endorsement, or voids coverage should ASSOCIATION enter into such an agreement on a pre-loss basis.

The ASSOCIATION agrees to provide DEPARTMENT a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder's address shall read:

PALM BEACH COUNTY
c/o Palm Beach County Parks & Recreation Department
Attn: Athletics
2700 6th Avenue South
Lake Worth, Florida 33461

ARTICLE 11 – INDEMNIFICATION

The ASSOCIATION shall protect, defend, reimburse, indemnify and hold Palm Beach 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 the ASSOCIATION.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The DEPARTMENT and the ASSOCIATION each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the DEPARTMENT nor the ASSOCIATION shall assign, sublet, convey, or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DEPARTMENT, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DEPARTMENT and the ASSOCIATION.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. 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 or 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.

ARTICLE 14 – CONFLICT OF INTEREST

The ASSOCIATION represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The ASSOCIATION further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ASSOCIATION shall promptly notify the DEPARTMENT'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ASSOCIATION'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that

the ASSOCIATION may undertake, and request an opinion of the DEPARTMENT as to whether the association, interest or circumstance would, in the opinion of the DEPARTMENT, constitute a conflict of interest, if entered into by the ASSOCIATION. If, in the opinion of the DEPARTMENT, the prospective business association, interest or other circumstance would not constitute a conflict of interest by the ASSOCIATION, the DEPARTMENT shall so state in the notification and the ASSOCIATION shall, at its option, enter into said circumstance and it shall be deemed not in conflict of interest with respect to services provided to the DEPARTMENT by the ASSOCIATION under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The ASSOCIATION shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ASSOCIATION or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ASSOCIATION'S request, the DEPARTMENT shall consider the facts and extent of any failure to perform the work and, if the ASSOCIATION'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the DEPARTMENT'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – ARREARS

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ASSOCIATION shall deliver to the DEPARTMENT'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the DEPARTMENT under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the DEPARTMENT or at its expense, will be kept confidential by the ASSOCIATION and will not be disclosed to any other party, directly or indirectly, without the DEPARTMENT'S prior written consent unless required by a lawful order. All drawings, maps sketches, programs, data base, reports, and other data developed or purchased, under this Agreement for or at the DEPARTMENT'S expense shall be and remain the DEPARTMENT'S property and may be reproduced and reused at the discretion of the DEPARTMENT.

The DEPARTMENT and the ASSOCIATION shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 18 – INDEPENDENT CONTACTOR RELATIONSHIP

The ASSOCIATION 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 ASSOCIATION'S sole direction, supervision, and control. The ASSOCIATION shall exercise control over the means and manner in which it and its employees and subcontractors perform the work, and in all respects the ASSOCIATION'S relationship and the relationship of its employees and subcontractors to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The ASSOCIATION does not have the power or authority to bind the DEPARTMENT in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 19 – CONTINGENT FEES

The ASSOCIATION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ASSOCIATION to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ASSOCIATION, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 – ACCESS AND AUDITS

The ASSOCIATION shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The DEPARTMENT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ASSOCIATION'S place of business.

ARTICLE 21 – NONDISCRIMINATION

The ASSOCIATION 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, sexual orientation, or gender identity or expression.

ARTICLE 22 – AUTHORITY TO PRACTICE

The ASSOCIATION hereby represents and warrants that it has and will continue to maintain all licenses, certifications and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, certifications and approvals shall be submitted to the DEPARTMENT'S representative upon request.

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.123-133, by entering into this Agreement or performing any work in furtherance hereof, the ASSOCIATION 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 Section 287.133 (3) (a), F.S.

ARTICLE 25 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the DEPARTMENT shall be mailed to:

Palm Beach County Parks and Recreation Department
2700 6th Avenue South
Lake Worth, Florida 33461
Attn: Director of Recreation Services

And, if sent to the ASSOCIATION shall be mailed to:

Palm Beach County Officials Association, Inc.
1320 Fishers Place
Greenacres, Florida 33413
Attn: President

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The DEPARTMENT, and the ASSOCIATION, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto, in accordance with Article 27 – Modifications of Work.

ARTICLE 27 – MODIFICATIONS OF WORK

The DEPARTMENT reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ASSOCIATION of the DEPARTMENT'S notification of a contemplated change, the ASSOCIATION shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DEPARTMENT of any estimated change in the completion date, and (3) advise the DEPARTMENT if the contemplated change shall affect the ASSOCIATION'S ability to meet the completion dates or schedules of the Agreement.

If the DEPARTMENT so instructs, in writing, the ASSOCIATION shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the DEPARTMENT'S decision to proceed with the change.

If the DEPARTMENT elects to make the change, the DEPARTMENT shall initiate an amendment and the ASSOCIATION shall not commence work on any such change until such written amendment is signed by the ASSOCIATION and approved and executed on behalf of Palm Beach County.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY, and the ASSOCIATION, has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

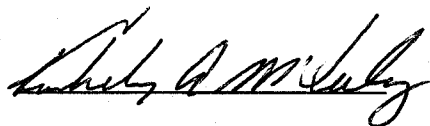
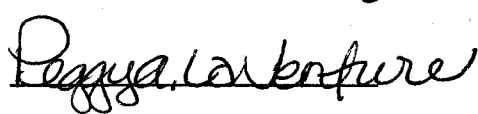
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS:


By: _____
Deputy Clerk

John F. Koons, Chairman ~~Chair~~

WITNESSES:

PALM BEACH COUNTY OFFICIALS
ASSOCIATION, INC.


Signature
Russell L. Black
Printed Name
President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

Attachment A

RULES

The Association shall enforce all rules for play established by the A.S.A. and the Department Supplemental Rules.

LOCATIONS

The Association shall provide qualified, registered, and certified A.S.A. officials for Department sponsored games at: John Prince, Okeeheele, South County Regional Parks and West Boynton Park and Recreation Center.

QUALIFICATIONS

The Association shall provide qualified, registered and A.S.A. certified officials.

NUMBER OF OFFICIALS REQUIRED

The Association will provide two (2) A.S.A. certified, registered officials per game per night, up to a total of twenty (20) officials at the various locations. Failure to consistently provide the specified number of officials shall be cause for termination of this Agreement.

TIMEKEEPING/SCOREKEEPING

During league softball play, the Department will be responsible for the official game start time. The Association will be responsible for scorekeeping duties, which will include keeping the official game time once the game has started.

CERTIFICATION

It shall be the Association's responsibility to recruit, train and verify certification of all its officials. Officials must be knowledgeable of the A.S.A rules and Department Supplemental Rules.

The Association shall provide a complete list of names of all current certified officials every three (3) months of the contract period to the Department representative.

DRESS CODE

All officials shall dress in accordance with the applicable uniform requirements set forth by the A.S.A.

WRITTEN SCHEDULES

The Association shall provide the Department with written schedules of Official's Training Sessions.

TRAINING

It shall be the Association's responsibility to provide league play observation of officials and provide training and coaching to all officials. Training sessions should include but not to be limited to:

- Amateur Softball Association (A.S.A.) Rules
- Practical field work
- Game control
- Department Supplemental Rules

RESPONSE TIME

The Association shall provide requested officials within forty-eight (48) hours of initial verbal contact by a Department softball programmer. A representative with the Association, who is authorized to make decisions for the Respondent, will be directly and immediately available to confer with the Department representatives according to the following schedules:

- Monday through Friday, 8:00 am – 10:00 am and 4:00 pm – 6:00 pm.

MEETINGS

The Association or designee will be required to meet monthly with Department representatives or designee to discuss any and all matters pertinent to game play and this Agreement. Should the Recreation Services Director or their designee consider the Association's or designee to be unsatisfactory in the performance of business during the meetings, the Association will be notified and required to provide a replacement designee for the duration of this contract.

Association will be required to schedule one official to attend all league organizational meetings in order to become fully informed regarding any and all matters pertinent to the upcoming leagues and to answer league participants' questions regarding rules and rule interpretations.

REVISIONS TO GAME SCHEDULES

The Department reserves the right to amend the game schedules on site in order to ensure game completion in an organized and timely manner consistent with established park operation hours.

An official with the Association, who is authorized to make decisions for the Association, must be available at each league location during all scheduled games.

UNSATISFACTORY SERVICE

The Association shall provide the Department's representative a written progressive training and disciplinary guideline consisting of corrective action to be taken when Association's officials or members become involved in game protests that clearly indicate their inability to make sound rule calls or correct decisions.

The Association will provide the Department's representative written notification describing the corrective action given to unsatisfactory Association official(s) within five (5) working days after the Association has determined said corrective action. No more than (7) work days should pass before corrective action has been taken. The DEPARTMENT shall make the final determination as to the corrective action given to an unsatisfactory ASSOCIATION official(s).

PAYMENT

The Department will make payments to the Association per Department's bi-weekly pay schedule for all work performed and invoiced by the Association to the Department. All officials are required to sign the appropriate official's log sheet for the games they have worked.

When the Department cancels game(s) for any reason, and notifies the Association with one (1) hour or more prior to the start of the first game, any official who arrives on site will receive no pay for the first or subsequent canceled games that evening. Canceled games may be defined as rainouts or reschedules.

When the Department cancels game(s) for any reason, and notifies the Association with less than one (1) hour prior to the start of the first game, any official who arrives on site and signs the appropriate official's log sheet will receive payment for one (1) game fee.

Any game started but not played to conclusion for any reason, will result in payment of one (1) game fee.

Any official scheduled to officiate a game which is forfeited may work as a third umpire on another field and will receive payment for the game worked. If there is no other game available to work then the official will receive payment for one game. No scorekeeping fees will be paid for games not played even when due to a forfeit.

In the event that a protest is made and the protesting team wins the protest, the game shall be replayed from the point of the protest in accordance with the current applicable rules and regulations.

If the officials are deemed at fault in the protest, the Association shall schedule officials for the replayed/continued game at no charge to the Department.

No payment will be made for mileage or driving time.

The Department assumes no responsibility for the Association's internal accounting practices as they relate to prompt and correct payment of officials.

Softball game fees are based on work for seven (7) innings or one (1) hour which ever happens first. Game fees will be established through this RFS process.

Scorekeeping duties will be paid per game played.

All league games are subject to tie breaker rules covered either in the Department's Supplemental Rules or the A.S.A Rules. No additional fees will be paid for tie breaker games.

PROGRAM FEES AND CHARGES

The Department, on behalf of the County, shall collect ALL program fees and charges from participants. Payments for all program fees and charges shall be made payable to: **Board of County Commissioners.**

PAYMENTS TO THE CONTRACTOR

Payment shall be made to the Association by the Department when invoiced no less than once per month, but no more than once every two weeks per the approved payment schedule. Payments will be made only for the current services, there will be no advanced payment of services.