

Agenda Item #3.M.4.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 20, 2011

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: First Amendment to Agreement with Palm Beach County Officials Association, Inc. in an amount not-to-exceed \$89,238 for a period of one (1) additional year beginning January 2, 2012, through January 1, 2013, for sports officiating services.

Summary: The current Agreement, R2008-2330, for providing sports officiating services for softball expires on January 1, 2012. This First Amendment extends the Agreement an additional one (1) year for an amount not to exceed \$89,238. The cost of this Agreement will be completely offset by revenue derived from program fees. Countywide (AH)

Background and Justification: 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 term of the current agreement is for a period of three years beginning January 2, 2009, through January 1, 2012. The Palm Beach County Officials Association has provided sports officiating services for the County for the past nine years, and has provided satisfactory service throughout the term of their past contracts.

This Amendment consists of an additional \$89,238 for the period January 2, 2012, through January 1, 2013. The not-to-exceed amount of the contract is \$89,517 in FY2009, \$91,464 in FY2010, \$93,411 in FY2011, \$90,185 in FY2012, and \$22,309 in FY2013 for a total of \$386,886 over the four year Agreement period. The Agreement will be monitored and administered by the Parks & Recreation Department.

Attachment: First Amendment

Recommended by: _____

Eric Case
Department Director

11/22/11
Date

Approved by: _____

Ju
Assistant County Administrator

12/12/11
Date

**FIRST AMENDMENT
TO THE AGREEMENT FOR
SOFTBALL OFFICATING SERVICES**

THIS FIRST AMENDMENT, dated _____, 2011, to the Agreement dated December 16, 2008 (R2008-2330), by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, 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 "ASSOCIATION".

WITNESSETH:

WHEREAS, the parties have entered into that certain Agreement dated December 16, 2008 (R2008-2330), hereinafter referred to as the "Agreement", whereby the ASSOCIATION has agreed to provide qualified officials for slow pitch softball at County recreation facilities; and

WHEREAS, the parties desire to renew the Agreement for the period January 2, 2012 through January 1, 2013, with no option for renewal; and

WHEREAS, the parties desire to amend Article 3, Payments to Association, by increasing the not-to exceed amount paid by DEPARTMENT an additional Eighty-Nine Thousand Two Hundred and Thirty-Eight Dollars (\$89,238); and

WHEREAS, the parties desire to add as Article 28, Inspector General requirements; and

WHEREAS, the parties desire to amend attachment "A" to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the DEPARTMENT and the ASSOCIATION agree to amend the Agreement to read as follows:

1. Article 2- SCHEDULE, is hereby amended to read:

The ASSOCIATION shall commence services on January 2, 2009 and complete all services by January 1, 2013.

Reports and other items shall be delivered or completed in accordance with Attachment "A-1".

2. Article 3- PAYMENTS TO ASSOCIATION, section A, is hereby amended to read:

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 2010, \$93,411 in FY 2011, \$90,185 in FY 2012 and \$22,309 in FY 2013. The ASSOCIATION will bill the DEPARTMENT on a bi-weekly basis for services, at the

amounts set forth in Attachment "A-1".

3. Article 28- INSPECTOR GENERAL, is hereby added as follows:

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 ASSOCIATION, 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.

- 4. Attachment "A" to the Agreement is hereby deleted in its entirety and replaced with Attachment "A-1" attached hereto and incorporated by reference.
- 5. All other provisions of said Agreement, dated December 16, 2008, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
- 6. This First Amendment shall not take effect until executed by the parties hereto.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the DEPARTMENT and ASSOCIATION has hereunto set its hand as of the date first above written.

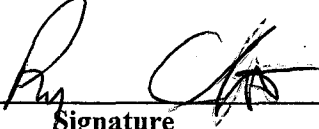
ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
SHELLEY VANA, Chair

WITNESS:

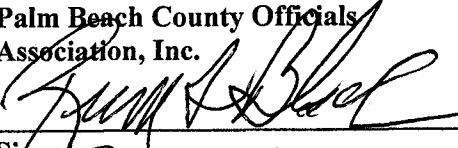


Signature

Ryan Cherhelkoff

Print Name

CONTRACTOR:
Palm Beach County Officials
Association, Inc.



Signature

Russ Black

Print Name

President

Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Eric Coe
Department Director

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, Seminole Palms, Okeehetee, 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.

If requested by the County, the 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.

Fiscal Year	FY 2012	FY 2013
Cost of Each Official Per Game	21.50	21.50
Cost for Scorekeeping Duties per Game	5.00	5.00
Cost for Official for Representation at League Organizational Meeting	43.00	43.00

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.

AXIS 8000(08/10)	CERTIFICATE OF INSURANCE	10/04/2011
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
INSURED National Association of Sports Officials (NASO) 2017 Lathrop Avenue Racine, WI 53405		
PALM BEACH COUNTY OFFICIALS ASSOCIATION 1320 FISHERS PLACE GREENACRES, FL 33413		INSURERS AFFORDING COVERAGE INS. A: AXIS Insurance Company INS. B: INS. C:
		CERT NUMBER: 1000990576

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL04100090-11	09/30/2011 12:01 a.m.	09/30/2012 12:01 a.m.	General Aggregate - Per Association	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	Excluded
A	XS	AXXS03100311-11	09/30/2011 12:01 a.m.	09/30/2012 12:01 a.m.	Each Occurrence	2,000,000
					General Aggregate	2,000,000

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

- Other Named Insured (cont'd): Coverage shall include board of directors, officers, directors, and committee members of the NASO-member local associations who have been accepted for coverage. Independent officials' agencies that are NASO-member local associations, but only while acting in their capacity as such.
- Other Named Insured: Those NASO-member associations that have paid the appropriate premium and have been endorsed to the policy, including all California Basketball Officials Association (CBOA) member local officials association, but only while acting in their capacity as a NASO-member local association including assigning, sponsoring seminars, conferences, camps, clinics and similar meetings designed to improve officiating knowledge and skills.
- The certificateholder shall be an additional insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 - Additional Insured - Designated Person or Organization, effective September 30, 2011.

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS
 2700 6TH AVENUE SOUTH
 LAKE WORTH, FL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony L. Witt

PALM BEACH COUNTY OFFICIALS ASSOCIATION
1320 FISHERS PLACE
GREENACRES, FLORIDA 33413

7/6/2011

To Whom It May Concern,

Workman's Compensation:

Palm Beach County Officials Association DOES NOT employ any official. All officials working for the Association (PBCOA) are subcontractors of the Association (PBCOA). Therefore, there is no requirement for the Association (PBCOA) to carry Workman's Compensation Liability Insurance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arnie Schwartz".

Arnie Schwartz
Treasurer