

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 17, 2013

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 \$320,222.10, for a period of three years beginning January 2, 2014, through December 31, 2016, for sports officiating services.

Summary: The current agreement, R2008-2330, for providing sports officiating services for softball expires on January 1, 2014. On October 11, 2013, a Request for Submittal (RFS) was issued seeking submittals for adult slow pitch 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 (AH)


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 eleven years, and has provided satisfactory service throughout the term of their past three 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 \$65,587.50 in FY2014; \$107,929.80 in FY2015; \$110,028.60 in FY2016; and \$36,676.20 in FY2017, for a total of \$320,222.10 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

11/18/13
Date

Approved by: 
Assistant County Administrator

12-4-13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

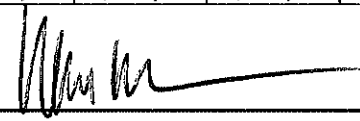
Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>65,588</u>	<u>107,580</u>	<u>109,329</u>	<u>36,677</u>	<u>-0-</u>
External Revenues	<u>(93,600)</u>	<u>(151,560)</u>	<u>(151,560)</u>	<u>(50,520)</u>	<u>-0-</u>
Program 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>(28,012)</u>	<u>(43,980)</u>	<u>(42,231)</u>	<u>(13,843)</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Department 580 Unit 5201/5252
 Object 3422/Revenue Source 4721/4729 Program N/A

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

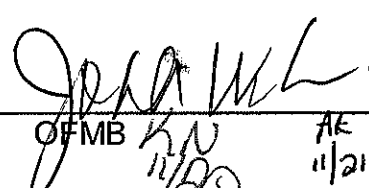
FUND: General Fund
 UNIT: Athletic Programs and West Boynton Recreational Facility

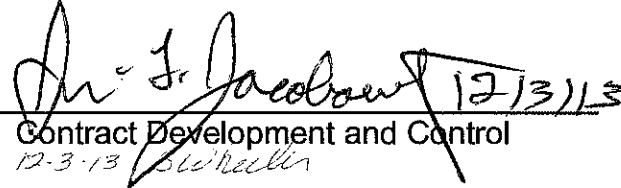
	FY2014		FY2015		FY2016		FY2017	
	Estimated Revenue	Estimated Expense	Estimated Revenue	Estimated Expense	Estimated Revenue	Estimated Expense	Estimated Revenue	Estimated Expense
Palm Beach County Officials Association, Inc.	\$93,600	\$65,588	\$151,560	\$107,580	\$151,560	\$109,329	\$50,520	\$36,677
Totals	\$93,600	\$65,588	\$151,560	\$107,580	\$151,560	\$109,329	\$50,520	\$36,677

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 11/29/13
 OFMB HN AK
 11/20 11/21/13

 12/3/13
 Contract Development and Control
 12-3-13 St. Reelien

B. Legal Sufficiency:

Anne Helgert 12-3-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

APPENDIX "B"
AGREEMENT FOR SOFTBALL OFFICIATING SERVICES

This Agreement is made as of this _____ day of _____ 2013, 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 programs 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 programs; and

WHEREAS, entering into this Agreement services a public purpose.

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 adult 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 561-966-7035.

The ASSOCIATION'S representative/liaison during the performance of this Agreement shall be Russ Black, telephone number 561-684-2010.

ARTICLE 2 – SCHEDULE

The ASSOCIATION shall commence services on January 2, 2014, and complete all services by December 31, 2016. This Agreement may be extended for two (2), one (1) year renewal options upon approval by both parties."

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 \$ 65,587.50 in FY 2014, \$ 107,929.80 in FY 2015,

\$ 110,028.60 in FY 2016, and \$ 36,676.20 in FY 2017. 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 DEPARTMENT reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. If a subcontractor fails to perform or make progress as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ASSOCIATION shall promptly do so, subject to acceptance of the new subcontractor by the DEPARTMENT.

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 laws, ordinances and regulations.

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 their Association, as defined in Attachment "A" and to provide and maintain evidence that each official is covered by the Association's General Liability Insurance or each official must provide and maintain evidence for their individual policy to the Association in the minimum amount of **\$1,000,000** for each occurrence, prior to assigning any official to officiate under this Agreement.

The ASSOCIATION shall 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 Agreement 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 shall 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.

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 DEPARTMENT and/or ASSOCIATION.

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.

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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-441, 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."

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, familial 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.
7167 Boscanni Drive
Boynton Beach, FL. 33437
Attn: Russ Black

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.

Article 28 - Criminal History Records Check

If ASSOCIATION's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003 -1274, the ASSOCIATION shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The ASSOCIATION 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 DEPARTMENT agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the ASSOCIATION shall be solely responsible for the financial, schedule and staffing implications associated in complying with this section of the Palm Beach County Code.

Article 29 - Regulations; Licensing Requirements

The ASSOCIATION shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ASSOCIATION 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.

(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.

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

~~Mayor~~ Chair

WITNESS:

Awarded Vendor PALM BEACH COUNTY OFFICIALS
ASSOCIATION, INC.

Michelle Decker

Russell L. Black
Signature

Alan Sherman

Russell L. Black
Typed Name

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

SCOPE OF WORK:

RULES

The Association shall enforce all rules for play established by the Department's Rule Book in addition to using a recognized rule book as guidelines (Ex. ASA).

LOCATIONS

The Association shall provide qualified, registered, trained and insured officials for Department sponsored Adult Slow Pitch Softball games at: John Prince Park, Okeeheelee Park, Burt Aaronson South County Regional Park and West Boynton Park and Recreation Center.

QUALIFICATIONS

The Association shall provide qualified, registered, trained and insured officials.

NUMBER OF OFFICIALS REQUIRED

The Association shall provide two (2), 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.

TRAINING

It shall be the Association's responsibility to recruit and train and verify insurance of all its officials. Officials must be knowledgeable of the recognized rule book (Ex. ASA) and Department Supplemental Rules.

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:

- Recognized Rule Book (Ex. ASA)
- Practical field work
- Game control
- Department Supplemental Rules

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

EVALUATION

Each individual must be evaluated in writing twice a session (Fall, Winter, Summer Softball Session) by the League Director and/or the President of the Officials Association. These evaluations can take place at anytime throughout the season. Officials not passing evaluations may be subject to consequences such as suspensions or termination from officiating Palm Beach County Leagues.

DRESS CODE

All officials shall dress in accordance with the applicable uniform requirements set forth by Palm Beach County. (Dark blue shorts or pants, light blue polo shirt with collar, blue logo hat, white socks, black shoes, black belt, and black ball bag)

WRITTEN SCHEDULES

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

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 Association, 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 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 Agreement.

The Association will be required to schedule at least 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 the 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 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 process payment to the Association following receipt of the Association's invoice, but no more than once every two weeks per the approved bi-weekly payment schedule. All officials are required to sign the appropriate official's log sheet for the games they have worked. Though the Association's invoice will be considered the basis for payment, the actual amount paid will be determined by the Department. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the Department is final. The Association may request to review any supporting documentation utilized to determine the amount paid.

When the Department cancels game(s) for any reason, and notifies the Association within 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.

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 the RFS process.

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

2.21 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: **Palm Beach County Board of County Commissioners.**

2.22 PAYMENTS TO THE ASSOCIATION

The Department will process payment to the Association following receipt of the Association's invoice, but no more than once every two weeks per the approved bi-weekly payment schedule. Payments will be made only for the current services; there will be no advanced payment of services.

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

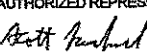

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept
	PHONE (A/C, No. Ext): 803-622-7370 FAX (A/C, No): 803-256-4917
	E-MAIL ADDRESS: soda@sadlersports.com
	PRODUCER CUSTOMER ID#:

INSURED D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION Palm Beach County Officials Association 7167 Boscanni Drive Boynton Beach, FL 33437 Club #: 18829 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY		_____
	INSURER B: NATIONWIDE LIFE INSURANCE COMPANY		_____
	INSURER C:		_____
	INSURER D:		_____

COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING 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.					

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRO0000001413200	12:53PM ET 09/03/2013	12:01AM ET 09/03/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS- COMP/ OP AGG \$2,000,000 LEGAL LIAB TO PARTICIPANTS \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			JXS0000025702600-A	12:53PM ET 09/03/2013	12:01AM ET 09/03/2014	EXCESS MEDICAL \$100,000 AD&D \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: COVERED Sports Officials - Accident & General Liability
 38 Officials
 Official Names: Marc Altman, Mark Badovick, Jim Brass, Marshall Brownson, Larry Callaway, Frank Chickory, Bob Davidson, Alberto Florez, Les Gershberg, Dick Howard, Barry Kahn, Mike Kess, Bill Kyrkostas, Marty LaValley, Jay Lugo, Rick Malone, Jay Oberfield, Carrado Padula, Peter Rozynski, Brian Sander, Arnie Schwartz, Ted Task, Bob Thomas, Gerald Zahn, Denny Zaskay, Neal Bluestein, Carl Molsinger, Loren Schumansky, Rick Schillro, Ed Richardson, Joe Cassiere, Anthony Mancino, Russ Romano, Dave Fouquart, Mark Trudel, Roger Bloat, Gino Dietrick, Hector Roman
 (Sports Officials Accident Only: \$100,000 Excess Medical; \$5,000 Accidental Death or Dismemberment; \$500 per claim deductible; Physical Therapy & Chiropractic Visits - 5 Visits Maximum @ \$50 Per Visit; Hospitalization - Inpatient & Outpatient - \$1,000 Maximum; Surgeon's Benefits - \$2,500 Maximum; Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Physician Visits - \$50 Maximum Per Visit)
 (Sports Officials General Liability as Part of Package: \$2,000,000 Each Occurrence; \$2,000,000 Participant Legal Liability; Waiver/ Release Recommended)
 NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER		CANCELLATION	
RELATIONSHIP: Property Owner/ Lessor		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
Palm Beach Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents 2700 6th Avenue South Lake Worth, FL 33461		AUTHORIZED REPRESENTATIVE (company A) 	
		AUTHORIZED REPRESENTATIVE (company B) 	

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

11/1/2013

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**

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

11/1/2013

To Whom It May Concern,

Auto Insurance Liability:

Palm Beach County Officials Association DOES NOT transport any participant to or from a sports activity officiated by the Association (PBCOA). Therefore, there is no requirement for the Association (PBCOA) to carry Auto Liability Insurance.

Sincerely,

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

**Arnie Schwartz
Treasurer**