Agenda Item # 3.M.2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 5, 2017	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks and Recreation		3
Submitted By: Parks and Recreation Department		
Submitted For: Parks and Recreation Department		
I. EXECUTIVE BR	RIEF	
Motion and Title: Staff recommends motion to approve County Officials Association, Inc. to provide softball officereation facilities for the residents of Palm Beach Contract for one year to begin January 1, 2018, and to expect the contract for one year to begin January 1, 2018, and to expect the provided services and the provided services are supported by the provided services and the provided services are supported by the provided services and the provided services are supported by the provided services and the provided services are supported by the provided services and the provided services are supported by the provided services ar	cials to officiate softba	all programs at County
Summary: On December 17, 2013, Palm Beach Coun Beach County Officials Association, Inc. (R2013-1836) to programs at County recreation facilities. The Agreement expired on December 31, 2016, with two one year rener 1699) renewed the Agreement for the first option period 2017. This Second Amendment renews the Agreement 2018, through December 31, 2018. All other terms of the exceed value of the agreement is \$387,900.70 for a period through December 31, 2018. Countywide (AH)	o provide softball officent provided an initial the wal options. The First of January 1, 2017, the for the second options of Agreement remains.	cials to officiate softball three year term, which the Amendment (R2016- through December 31, n period of January 1,
Background and Justification: Although the Purchasi competitive procurement, the Parks and Recreation Dep services. Palm Beach County Officials Association, Inc. the RFS. PBCOA has provided sports officiating services has provided good service throughout the term of their pagreement will be monitored and administered by the Par	partment Issued a RFS (PBCOA) was the only for the County for the	of for softball officiating y vendor to respond to past eleven years, and
Attachment: Second Amendment		
Recommended by: Department Director] (-7-17 Date

Deputy County Administrator

Approved by: _

II. FISCAL IMPACT ANALYSIS

A.	Five	Year	Summary	of	Fiscal	Impact:
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Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	-0- 59,482 (78,360))0- 0-	-0- 21,137 (29,400) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	<u>(18,878)</u>	<u>(8,263)</u>	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
Is Item Included in Curren Does this item include the	it Budget? use of federa	al funds?	YesX Yes	No NoX	-

Budget Account No.:

Fund <u>0001</u> Department <u>580</u> Unit <u>5201/5252</u>

Object 3422 Revenue Source 4721/4729 Program N/A

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

FUND: General Fund

UNIT: Sports and Wellness Programs and West Boynton Recreational Facility

	Actual FY2014	Actual FY2015	Actual FY2016	Actual FY2017	Estimated FY2018	Estimated FY2019	Totals
Expenses	\$44,345	\$51,272	\$46,852	\$48,514	\$59,482	\$21,137	\$271,602
Revenue	\$67,645	\$74,555	\$71,520	\$73,200	\$78,360	\$29,400	\$394.680

The not to exceed value of this agreement is \$387,900.70. Because actual expenses have been less than anticipated, it was not necessary to increase the not to exceed funding amount.

C.	Departmental Fiscal Review:	Ulm	Mr.
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III. REVIEW COMMENTS

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

A. OF WID FISCAL and/or C	ontract Developm	ent and Control Comments:
OFMB N	uliulis-	Contract Development and Control
B. Legal Sufficiency:		

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

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

12-05-17 Second Amendment for SB Officiating Services Agenda.docx

SECOND AMENDMENT TO AGREEMENT FOR SOFTBALL OFFICATING SERVICES

THIS SECOND ADMENDMENT is made and entered into on ______, 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 "DEPARTMENT" and Palm Beach County Officials Association, Inc., hereinafter referred to as "ASSOCIATION."

WITNESSETH:

WHEREAS, on December 17, 2013, ASSOCIATION entered into an Agreement with DEPARTMENT (R2013-1836) ("Agreement"), to provide funding in an amount not to exceed \$320,222.10 for softball officials to officiate softball programs at County recreation facilities for the residents of Palm Beach County on a Countywide basis; and on November 22, 2016, ASSOCIATION renewed the Agreement with DEPARTMENT (R2016-1699) ("Agreement") for the period January 1, 2017 through December 31, 2017 increasing the amount by \$80,619 for funding not to exceed \$387,900.70, with one (1) one (1) year renewal option remaining; and

WHEREAS, the parties desire to renew the Agreement for the period January 1, 2018 through December 31, 2018 with no renewal options remaining; and

WHEREAS, the parties desire to amend the Agreement by increasing the pay rate of the ASSOCIATION by \$1.00 per hour, with no increase in the not-to-exceed agreement amount; and

WHEREAS, entering into this Amendment services a public purpose.

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

- 1. Attachment "A-1" to the Agreement is hereby deleted in its entirety and replaced with Attachment "A-2", which is attached hereto and incorporated by reference.
- 2. **ARTICLE 2 SCHEDULE** is hereby amended as follows:

The ASSOCIATION shall commence services on January 1, 2014, and complete all services by December 31, 2018. This Agreement may not be extended.

Reports and other items shall be delivered or completed in accordance with Attachment "A-2".

- 3. ARTICLE 3 PAYMENTS TO ASSOCIATION is hereby amended as follows:
 - 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, \$88,910.80 in FY 2017, \$59,482.00 in FY 2018 and \$21,137 in FY 2019. The

ASSOCIATION will bill the DEPARTMENT on a bi-weekly basis for services, at set forth in Attachment "A-2" at the amounts below:

4. Except as provided herein, each and every other term of the Agreement as amended, shall remain in full force and effect, and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on the day and year first above written.

ATTEST: SHARON R. BOCK CLERK & COMPTROLLER	BOARD OF COUNTY COMMISSIONERS
By:	By: Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: County Attorney	By: Eric Call, Director Parks and Recreation Department
	By: Name: ASILLAS RUSS Black Title: ASILLAS RUSS Black
	By: Almos La Name: Title: Per Sore It
	Adan Schockmon-

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 biweekly 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.

Payment to the Association is as follows:

Payment for Services Rendered	January 2014- December 2014	January 2015- December 2015	January 2016- December 2016	January 2017- December 2017	January 2018- December 2018
Payment per Official per game	\$25.25	\$25.50	\$26.00	\$26.00	\$27.00
Payment per Official for representation at league organizational meetings	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

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: Palm Beach County Board of County Commissioners.

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 biweekly payment schedule. Payments will be made only for the current services; there will be no advanced payment of services.

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

8/21/2017

To: Palm Beach County Parks & Recreation

Request for extension of Palm Beach County Softball Officiating Services:

I, Russ Black, President of the Palm Beach County Officials Association agree to extend the contract for Softball Officiating Services with Palm Beach County for an additional year.

Upon approval, the Palm Beach County Officials Association is requesting an increase of pay rates charged per official from \$26 to \$27 per game.

Rates have not been raised at any county facility for the last 2 years. We guarantee our rates to remain in place for 2 years. The next request for increase will come in 2020.

Thank you for securing this increase for us.

Sincerely,

Russ Black

PBCOA President

CERTIFICATE OF LIABILITY INSURANCE

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.

INITION IN HOLDER.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies in it in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866 E-MAIL ADDRESS: soda@sadlersports.com PRODUCER CUSTOMER ID#: INSURED
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
Palm Beach County Officials Assn.
7167 Boscanni Drive
Boynton Beach, FL 33437-3704
Club #: 41569
CE INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CASUALTY COMPANY INSURER B: NATIONWIDE LIFE INSURANCE CO. SURER C

CERTIFICATE NUMBER REVISION NUMBER 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, 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.

INSD	TYPE OF INSURANCE	ADDL INSR	SUBR WV0	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS		
Α	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	х							
		1	l			I	EACH OCCURRENCE	\$2,000,000	
	CLAIMS MADE OCCUR						DAMAGE TO RENTED PREMISES (Es occurrence)	\$1,000,000	
	<u> </u>			KRS0000006654600	12:03PM ET 07/29/2017	12:01AM ET 07/29/2018	MEDICAL EXPENSES (other than participants)	\$5,000	
	GEN'L AGGREGATE LIMIT APPLIES	l			••••	_	PERSONAL & ADV INJURY	\$2,000,000	
	PER:					İ	GENERAL AGGREGATE	NONE	
	POLICY PRÓJECT LOC						PRODUCTS- COMP/ OP AGG	\$2,600,500	
	☐ OTHER						LÉGAL LIAB TO PARTICIPANTS	\$2,000 000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea Accident)	\$1,000.000	
	ALL OWNED AUTOS			n/a	7/2	n/a	n/a	BODILY INJURY (Per person)	
	SCHEDULED AUTOS				III a	111 4	BODILY INJURY (Per accident)		
	NON- OWNED AUTOS						PROPERTY DAMAGE (Per accident)		
Α	SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE	\$1,000.000	
				W a	11/ α	11, 4	AGGREGATE	\$2,000 000	
С	☐UMBRELLA LIAB ☐OCCUR				-		EACH OCCURRENCE	n/ a	
	☑ EXCESS LIAB ☐ CLAIMS- MADE ☐ DEDUCTIBLE			n/a	n/a	n/a	AGGREGATE		
	☐RETENTION								
	WORKERS COMPENSATION						PER STATUE		
	AND EMPLOYERS' LIABILITY						□ OTHER		
	ANY PROPRIETOR / PARTNER / EXECUTIVE Y/ N OFFICER / MEMBER			N/ A			ELL EACH ACCIDENT		
	EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF						ELL DISEASE - EA EOMPLOYEE		
	OPERATIONS below						EL DISEASE - POLICY LIMIT		
В	PARTICIPANT ACCIDENT			JXS0000027889200-	12:03PM ET	12:01AM ET	EXCESS MEDICAL	\$100,000	
-				Α	07/29/2017	07/29/2018	AD&D	\$5,000	

DESCRIPTION OF CHERATONS / LOCATIONS / VEHICLES (Altach ACORO 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liabitity policy. It included above, is part of the ERS Risk Purchasing Group Association, Inc.
RE: COVERED Sports Officials - Accident & General Liabitity
40 Officials
(Officials)
Officials
Offi

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