

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 5, 2017

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:** Second Amendment with the Palm Beach County Officials Association, Inc. to provide softball officials to officiate softball programs at County recreation facilities for the residents of Palm Beach County on a Countywide basis renewing the contract for one year to begin January 1, 2018, and to expire December 31, 2018.

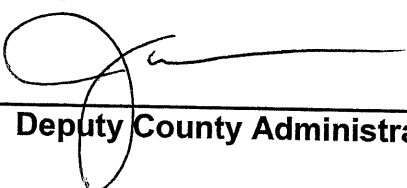
**Summary:** On December 17, 2013, Palm Beach County entered into an Agreement with the Palm Beach County Officials Association, Inc. (R2013-1836) to provide softball officials to officiate softball programs at County recreation facilities. The Agreement provided an initial three year term, which expired on December 31, 2016, with two one year renewal options. The First Amendment (R2016-1699) renewed the Agreement for the first option period of January 1, 2017, through December 31, 2017. This Second Amendment renews the Agreement for the second option period of January 1, 2018, through December 31, 2018. All other terms of the Agreement remain the same. The not-to-exceed value of the agreement is \$387,900.70 for a period of five years beginning January 1, 2014, through December 31, 2018. Countywide (AH)

**Background and Justification:** Although the Purchasing Ordinance exempts sports officials from competitive procurement, the Parks and Recreation Department Issued a RFS for softball officiating services. Palm Beach County Officials Association, Inc. (PBCOA) was the only vendor to respond to the RFS. PBCOA has provided sports officiating services for the County for the past eleven years, and has provided good service throughout the term of their past three Agreements with the County. The Agreement will be monitored and administered by the Parks and Recreation Department.

**Attachment:** Second Amendment

Recommended by:   
Department Director

11-7-17  
Date

Approved by:   
Deputy County Administrator

11/28/17  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>59,482</u>	<u>21,137</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(78,360)</u>	<u>(29,400)</u>	<u>-0-</u>	<u>-0-</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>
<b>NET FISCAL IMPACT</b>	<b><u>(18,878)</u></b>	<b><u>(8,263)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

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: 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

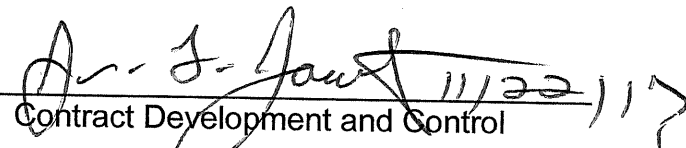
The not to exceed value of this agreement is \$387,900.70. Because actual expenses have been less than anticipated, it was not necessary to increase the not to exceed funding amount.

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 11/14/17  
 OFMB n/8

 11/22/17  
 Contract Development and Control

**B. Legal Sufficiency:**

 11-28-17  
 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

**SECOND AMENDMENT TO  
AGREEMENT FOR  
SOFTBALL OFFICIATING 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.

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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

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

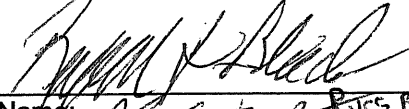
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:


By: \_\_\_\_\_  
County Attorney

By:   
Eric Call, Director  
Parks and Recreation Department

PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.

By:   
Name: Ross Black  
Title: President

WITNESS:

By:   
Name:  
Title: Rec Spec II  
  
Adam Schackman

**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.

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 bi-weekly 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,

A handwritten signature in black ink, appearing to read "Russ Black", written in a cursive style.

Russ Black  
PBCOA President

