

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 18, 2018

☒ 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: **A)** Approve agreement with Team Services Florida, LLC, to provide sports officials to officiate adult softball, youth basketball and youth volleyball at County Recreation Facilities, in an amount not-to-exceed \$61,384, for a period of one year beginning January 1, 2019, through December 31, 2019, with four one year renewal options. **B)** Authorize the County Administrator, or designee, to execute all future renewal options, task assignments, certifications and other forms associated with this Agreement and any minor amendments that does not change the scope of work, terms or conditions of this Agreement.

Summary: The Parks and Recreation Department operates sports programs and amenities including softball, basketball and volleyball. Qualified officials are needed for adult softball, youth basketball and youth volleyball at County recreation facilities. The current agreement (R2013-1836) expires on December 31, 2018. Procurement for sports official services are exempt from the Palm Beach County Purchasing Code and where possible shall be competitively bid by the Department. On October 15, 2018, a Request for Services (RFS) was issued seeking submittals for sports officiating services at County facilities. Only one bid was received and the Department now desires to enter into an agreement with the responsive bidder. The cost of this Agreement is offset by program fees. Countywide (AH)

Background and Justification: The Parks and Recreation Department operates sports programs and amenities including softball, basketball and volleyball. Qualified officials are needed for adult softball, youth basketball and youth volleyball at County recreation facilities. The current agreement (R2013-1836) expires on December 31, 2018. Procurement for sports official services are exempt from the Palm Beach County Purchasing Code where possible, shall be competitively bid by the Department. On October 15, 2018, a Request for Services (RFS) was issued seeking submittals for sports officiating services at County facilities. Only one bid was received and the Department now desires to enter into an agreement with the responsive bidder. The cost of this Agreement will be completely offset by revenue derived from program fees.

Attachment: Agreement for Sport Officiating Services

Recommended by: 
Department Director

12/5/18
Date

Approved by: 
Assistant County Administrator

12/13/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>48,580</u>	<u>64,884</u>	<u>65,444</u>	<u>66,554</u>	<u>67,528</u>
External Revenues	<u>(85,500)</u>	<u>(95,440)</u>	<u>(95,440)</u>	<u>(95,440)</u>	<u>(95,440)</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>(36,920)</u>	<u>(30,556)</u>	<u>(29,996)</u>	<u>(28,886)</u>	<u>(27,912)</u>

ADDITIONAL FTE

POSITIONS (Cumulative) 0

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 5201/5232/5252

Object 3422

Revenue 4721

Program N/A

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

FUND: General Fund

UNIT(S): Sports and Wellness (5201); Westgate Recreation Center (5232); West Boynton Recreation Center (5252)

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Lisa Pen 12/6/18
OFMB ^{EO} _{12/5} 8/12/5

J. J. Proban 12/11/18
Contract Development and Control
12/10/18 TW

B. Legal Sufficiency:

Anne Delaney 12-12-18
Assistant County Attorney

C. Other Department Review:

Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND TEAM SERVICES FLORIDA, LLC, FOR SPORTS OFFICIATING SERVICES**

This Agreement is made as of this _____ day of _____ 2018, by and between Palm Beach COUNTY, (hereinafter referred to as the COUNTY) a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the COUNTY”) and Team Services Florida, LLC, a corporation authorized to do business in the State of Florida, (hereinafter referred to as the CORPORATION) whose Federal I.D. number is 81-4882910.

WHEREAS, the COUNTY owns and operates the Parks and Recreation Department (hereinafter referred to as the DEPARTMENT); and

WHEREAS, the DEPARTMENT operates sports programs and amenities including adult softball fields, basketball and volleyball courts; and

WHEREAS, the DEPARTMENT desires to provide sports officials to officiate said programs; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and conditions hereinafter set forth, the DEPARTMENT and the CORPORATION agree as follows:

ARTICLE 1 – SERVICES

The CORPORATION’S responsibility under this Agreement is to provide qualified officials for adult slow pitch softball, youth basketball and youth volleyball at COUNTY recreation facilities, as more specifically set forth in the Scope of Work detailed in **Exhibit “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 CORPORATION’S representative/liaison during the performance of this Agreement shall be _____, telephone number _____.

ARTICLE 2 – SCHEDULE

The CORPORATION shall commence services on January 1, 2019, and complete all services by December 31, 2019. This Agreement may be extended for four (4), one (1) year renewal options upon approval by both parties.

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

ARTICLE 3 – PAYMENTS TO CORPORATION

A. The amount to be paid by the DEPARTMENT under this Agreement in 2019 shall not exceed a contract amount of \$61,384. If this Agreement is renewed in 2020, the total contract amount shall not exceed \$65,312. If this Agreement is renewed in 2021, the total contract amount shall not exceed \$65,492. If this Agreement is renewed in 2022, the total contract amount shall not exceed \$66,840. If this Agreement is renewed in 2023, the total contract amount shall not exceed \$67,718. The CORPORATION will bill the DEPARTMENT on a bi-weekly basis for services, at the amounts set forth in **Exhibit "B"**.

B. Invoices received from the CORPORATION pursuant to this Agreement and as set forth in **Exhibit "B"** will be sent to the COUNTY's representative for review that services have been rendered in conformity with this Agreement. All invoices will include at a minimum, the number of officials worked, the number of games worked, location and dates of games worked, and an authorized signature for CORPORATION. Approved invoices will then be sent to the DEPARTMENT'S Procurement Section for payment processing through the COUNTY'S Clerk and Comptroller's Office (hereinafter referred to as FINANCE). The COUNTY will pay the CORPORATION within 14 days from the date said invoices are received by FINANCE.

C. Final Invoice: In order for both parties herein to close their books and records, the CORPORATION will clearly state "final invoice" on the CORPORATION'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 CORPORATION.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CORPORATION 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 CORPORATION'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 CORPORATION 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 CORPORATION. It may also be terminated, in whole or in part, by the DEPARTMENT, with or without cause, immediately upon written notice to the CORPORATION. Unless the CORPORATION is in breach of this Agreement, the CORPORATION 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 CORPORATION 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 CORPORATION 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 CORPORATION 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 CORPORATION warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of CORPORATION'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 CORPORATION shall promptly do so, subject to acceptance of the new subcontractor by the DEPARTMENT.

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

The CORPORATION shall ensure that SBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the CORPORATION 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 CORPORATION. The CORPORATION shall not be exempted from paying sales tax to its suppliers for materials used to fulfill the contractual obligations hereunder.

The CORPORATION 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 CORPORATION 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 COUNTY'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 CORPORATION shall require each official to be covered by the CORPORATION's General Liability Insurance, as defined in **Exhibit "A"** and to provide and maintain evidence that each official is covered by the CORPORATION's General Liability Insurance or each official must provide and maintain evidence for his or her own individual policy to the CORPORATION in the minimum amount of \$1,000,000 for each occurrence, prior to assigning any official to officiate under this Agreement.

The CORPORATION 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. CORPORATION 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 CORPORATION shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance.

The CORPORATION agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. Corporation hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Corporation shall 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 to the policy specifically prohibiting such an endorsement or voids coverage should Corporation enter into such an agreement on a pre-loss basis.

The CORPORATION 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. Within forty-eight (48) hours of the DEPARTMENT's request to do so, the Corporation shall deliver to the DEPARTMENT via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are 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 BOARD OF COUNTY COMMISSIONERS
c/o Palm Beach County Parks & Recreation Department
Attn: Sports and Wellness
2700 6th Avenue South
Lake Worth, Florida 33461

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring DEPARTMENT, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 – INDEMNIFICATION

The CORPORATION 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 CORPORATION.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The DEPARTMENT and the CORPORATION 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 CORPORATION 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 CORPORATION.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 COUNTY and/or CORPORATION.

ARTICLE 14 – CONFLICT OF INTEREST

The CORPORATION 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 CORPORATION further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CORPORATION shall promptly notify the DEPARTMENT’S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business CORPORATION, interest or other circumstance which may influence or appear to influence the CORPORATION’S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business CORPORATION, interest or circumstance, the nature of work that the CORPORATION may undertake, and request an opinion of the DEPARTMENT as to whether the CORPORATION, interest or circumstance would, in the opinion of the DEPARTMENT, constitute a conflict of interest, if entered into by the CORPORATION. If, in the opinion of the DEPARTMENT, the prospective business CORPORATION, interest or other circumstance would not constitute a conflict of interest by the CORPORATION, the DEPARTMENT shall so state in the notification and the CORPORATION 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 CORPORATION under the terms of this Agreement.

ARTICLE 15 - -EXCUSABLE DELAYS

The CORPORATION 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 CORPORATION 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 CORPORATION’S request, the DEPARTMENT shall consider the facts and extent of any failure to perform the work and, if the CORPORATION’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 CORPORATION 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 CORPORATION 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 – INDEPENDENT CONTACTOR RELATIONSHIP

The CORPORATION 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 CORPORATION’S sole direction, supervision, and control. The CORPORATION shall exercise control over the means and manner in which it and its employees and subcontractors perform the work, and in all respects the CORPORATION’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 CORPORATION 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 18 – CONTINGENT FEES

The CORPORATION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CORPORATION 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 CORPORATION, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 19 – ACCESS AND AUDITS

The CORPORATION 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 CORPORATION'S place of business.

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 CORPORATION, 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 20 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CORPORATION warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

ARTICLE 21 – AUTHORITY TO PRACTICE

The CORPORATION 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 22 – 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 23 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.123-133, by entering into this Agreement or performing any work in furtherance hereof, the CORPORATION 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 24 – 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 CORPORATION shall be mailed to:

Team Services Florida, LLC
13900 Jog Road Suite 203-195
Delray Beach, Florida 33446
Attn: Executive Director

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CORPORATION, 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 26 – Modifications of Work.

ARTICLE 26 – MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CORPORATION of the DEPARTMENT'S notification of a contemplated change, the CORPORATION 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 CORPORATION'S ability to meet the completion dates or schedules of the Agreement. If the DEPARTMENT so instructs, in writing, the CORPORATION 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 CORPORATION shall not commence work on any such change until such written amendment is signed by the CORPORATION and approved and executed on behalf of Palm Beach COUNTY.

Article 27 – CRIMINAL HISTORY RECORDS CHECK

CORPORATION at its sole expense shall conduct criminal background checks on staff members, volunteers, officials, agents, sub-contractors and employees associated with contract operations. CORPORATION will provide updated and current list using Background Screening Affidavit Form provided by the DEPARTMENT. CORPORATION shall only use sports officials, staff and volunteers that have met the minimum requirements as set forth in this agreement and/or as provided by the DEPARTMENT.

If CORPORATION's employees, subcontractors and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Criminal Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2003-1274, as amended. The CORPORATION is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CORPORATION acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CORPORATION(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CORPORATION shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the CORPORATION or its subcontractor(s) terminates an employee who has been issued a badge, the CORPORATION must notify the COUNTY within two (2) hours. At the time of termination, the CORPORATION shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CORPORATION if the CORPORATION 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CORPORATION employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

Article 28 – REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 29 – PUBLIC RECORDS

The CORPORATION 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.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Corporation: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the Corporation shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Corporation is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement
- B. Upon request from the COUNTY’s Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Corporation further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Corporation does not transfer the records to the public agency

- D. Upon completion of the Agreement the Corporation shall transfer, at no cost to the COUNTY, all public records in possession of the Corporation unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the Corporation transfers all public records to the COUNTY upon completion of the Agreement, the Corporation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the Agreement, the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically by the Corporation must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the Corporation to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Corporation acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

(The remainder of this page is intentionally blank.)

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

ATTEST:

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


Sharon R. Bock
Clerk & Comptroller

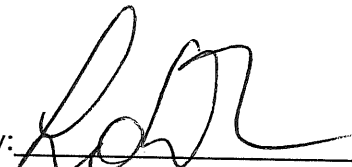
By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:

CORPORATION: - TEAM SERVICES FLORIDA, LLC

By:  11/8/18
Signature Date

By:  11-8-18
Signature Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney Date

APPROVED AS TO TERMS AND
CONDITIONS

By:  11-19-18
Director, Parks & Recreation Dept. Date

SCOPE OF WORK:

RULES

The CORPORATION 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; FHSAA).

LOCATIONS

The CORPORATION shall provide qualified, registered, trained and insured officials for DEPARTMENT sponsored sports programs at the following locations:

For adult slow pitch softball:

Okeeheelee Park, located at 7500/7715 Forest Hill Blvd., West Palm Beach, FL 33413. This Regional park covers over 1,700 acres and is home to the Okeeheelee Golf Course, Jim Brandon Equestrian Center, Okeeheelee Nature Center, BMX park, Pooch Pines Dog Park, fourteen (14) Athletic fields, fishing and kayaking adventures, miles of trails and eight (8) tennis courts, four (4) of which are permitted.

For youth basketball and youth volleyball:

Westgate Park & Recreation Center, located at 3691 Oswego Avenue, West Palm Beach, FL 33409. This District park covers 9.37 acres and is home to the Westgate Recreation Center, two (2) outdoor lighted basketball courts, two (2) lighted multi-purpose fields, one (1) picnic pavilion an ADA assessable playground structure for ages two – five (2-5 years old), and a five – twelve (5-12 years old) and 1 zero depth splash park for ages one (1) & up. The facility also includes a gymnasium and two (2) meeting rooms for programs, classes and public rentals.

West Boynton Park, located at 6000 Northtree Blvd., Boynton Beach, FL 33413. This District park covers over 47 acres and is home to the West Boynton Recreation Center, ten (10) athletic fields, skate park, roller hockey rink, exercise course, eight (8) tennis courts, one (1) reserved picnic pavilion, three (3) picnic shelters, playground, basketball courts and sand volleyball court. The Recreation Center includes one (1) gymnasium and three (3) meeting rooms available for programs, classes and public rentals.

Adult Slow Pitch Softball games at: Okeeheelee Park, John Prince Park, Burt Aaronson South COUNTY Regional Park and West Boynton Park and Recreation Center.

The DEPARTMENT reserves the right to change, alter, remove or add park locations as needed and deemed appropriate to provide services to the general public. The CORPORATION as agreed upon by this Agreement, agrees to provide sports officiating services at any and all locations and within scope of work agreed upon by both parties.

QUALIFICATIONS

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

NUMBER OF OFFICIALS REQUIRED

The CORPORATION shall provide two (2), registered officials per softball and basketball game, one (1) official for volleyball games, and up to a total of twenty (20) officials at one time at the various locations listed above. The DEPARTMENT, at its sole discretion, may opt to request one (1) official for softball and basketball games.

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 CORPORATION will be responsible for scorekeeping duties, which will include keeping the official game time and score once the game has started.

During youth league volleyball and basketball, the DEPARTMENT will be responsible for scorekeeping duties, which will include keeping the official game time and score once the game has started.

TRAINING

It shall be the CORPORATION'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 CORPORATION'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:

- A. Recognized Rule Book (Ex. ASA;FHSAA)
- B. Practical field work
- C. Game control
- D. DEPARTMENT Supplemental Rules

The CORPORATION shall provide a complete list of names of all current trained officials every three (3) months of the Agreement period to the DEPARTMENT representative.

EVALUATION

Each Individual sports official must be evaluated in writing twice a season (Ex: Fall, Winter, Summer Softball Session) by the authorized designee of the CORPORATION responsible for such

evaluations. DEPARTMENT League Directors will evaluate each sports official a minimum of one (1) time during each session. These evaluations can take place at anytime throughout the season and will be shared and discussed at the required monthly meetings discussed below. Officials not passing evaluations may be subject to consequences such as suspensions or termination from officiating DEPARTMENT Leagues. The DEPARTMENT reserves the right to remove any sports official from working DEPARTMENT leagues for any reason deemed appropriate by the DEPARTMENT.

DRESS CODE

All officials shall dress in accordance with the applicable uniform requirements set forth by the DEPARTMENT. (Ex. 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 CORPORATION shall provide the DEPARTMENT with written schedules of training sessions a minimum of two (2) weeks prior to the date for each. The CORPORATION shall offer sports official training to all new officials and at least every 3 months for existing officials. The DEPARTMENT may choose to have a representative at any of the training session and provide feedback to CORPORATION based upon quality of the training sessions.

RESPONSE TIME

The CORPORATION shall provide requested officials within forty-eight (48) hours of initial verbal contact by the DEPARTMENT. A representative, who is authorized to make decisions for the CORPORATION, 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.

Response time schedules may be adjusted for efficiency proposes as agreed upon by both the CORPORATION and the DEPARTMENT.

MEETINGS

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

The CORPORATION 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 CORPORATION, who is authorized to make decisions for the CORPORATION, must be available at each league location during all scheduled games.

UNSATISFACTORY SERVICE

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

The CORPORATION will provide the DEPARTMENT's representative written notification describing the corrective action given to unsatisfactory official(s) within five (5) working days after the CORPORATION 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 official(s).

(The remainder of this page is intentionally blank.)

FEES AND INVOICING

The DEPARTMENT, will process payment to the CORPORATION following receipt of CORPORATION's invoice, but no more than once every two weeks as per Article 3 Section B of this Agreement.

All officials are required to sign the appropriate official's log sheet for the games they have worked. Though the CORPORATION'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 CORPORATION 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 CORPORATION via agreed upon method **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 CORPORATION 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 will work as a third umpire on another field/court and will receive payment for the game worked. If there is no other field/court 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 CORPORATION 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 CORPORATION'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. All basketball and volleyball game fees are based upon one (1) hour and/or as per the official or supplemental rules.

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; FHSAA). No additional fees will be paid for tie breaker games.

Fees paid to the CORPORATION for sports officiating services are as follows:

Program	# of Officials	Contract Year (Calendar Year)				
		2019	2020	2021	2022	2023
<i>Adult softball</i>	1	\$40.00	\$40.00	\$41.00	\$42.00	\$42.00
<i>Total per game</i>	2	\$56.00	\$58.00	\$58.00	\$59.00	\$60.00
<i>Total per official/per game</i>		\$28.00	\$29.00	\$29.00	\$29.50	\$30.00

Program	# of Officials	Contract Year (Calendar Year)				
		2019	2020	2021	2022	2023
<i>Youth Basketball</i>	1	\$35.00	\$36.00	\$36.00	\$37.00	\$38.00
<i>Total per game</i>	2	\$56.00	\$58.00	\$58.00	\$60.00	\$60.00
<i>Total per official/per game</i>		\$28.00	\$29.00	\$29.00	\$30.00	\$30.00

Program	# of Officials	Contract Year (Calendar Year)				
		2019	2020	2021	2022	2023
<i>Youth Volleyball</i>	1	\$34.00	\$34.00	\$35.00	\$36.00	\$36.00
<i>Total per game</i>	2	\$54.00	\$54.00	\$56.00	\$56.00	\$58.00
<i>Total per official/per game</i>		\$27.00	\$27.00	\$28.00	\$28.00	\$29.00

Program	# of Officials	Contract Year (Calendar Year)				
		2019	2020	2021	2022	2023
<i>Organizational Meetings</i>	1	\$34.00	\$34.00	\$36.00	\$36.00	\$38.00