Memorandum

MIAMI-DADE COUNTY

Date: May 4, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(M)(1)(A)

From: Carlos Alvarez
Mayor

George M. Burgess
County Manager

Subject: Waiver of Formal Competitive Bid Procedures Pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the Code and a Waiver of the Requirements of Administrative Order 3-38 to Amend Resolution No. R-162-05 to Secure Umpire, Scorekeeper and Referee Services at County Parks

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RECOMMENDATION

It is recommended that the Board approve a waiver of formal competitive bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the code and a waiver of the requirements of Administrative Order 3-38 to amend Resolution No. R-162-05 to authorize the Park and Recreation Department Director (MDPR) to execute on behalf of the County, all contracts related to the provision of individual Umpire, Scorekeeper and Referee Services at County parks up to the monetary limits set forth in Resolution No. R-162-05 and to exercise all provisions contained therein.

SCOPE

This agenda item has a countywide impact. Services requested will be used at various County parks.

FISCAL IMPACT/FUNDING SOURCE

There is no direct fiscal impact to Miami-Dade County. The referee, scorekeeper and umpire fees will be generated through sporting activities including but not limited to baseball, soccer, softball and football.

TRACK RECORD/MONITOR

The MDPR, Assistant Director for Operations will monitor the contracts.

BACKGROUND

On November 5, 1985, the Board adopted Resolution No. R-1492-85 (Attachment B) authorizing a waiver of formal bid procedures and the requirements of Administrative Order 3-2 in connection with the securing of softball umpires and scorekeepers at County parks through individual agreements not to exceed $8,000 per agreement per year, nor a total of $420,000 per year for all agreements. The resolution also authorized the County Manager to execute the agreements and to revise fees and total expenditures as deemed necessary, but not to exceed an increase of more than five percent (5%) per year.

Due to the volume of softball umpire and scorekeeper contracts, the Board adopted a second bid waiver (R-162-05) on February 1, 2005, authorizing the MDPR Director to execute these contracts for and on behalf of the County. Since FY 2005/2006, the MDPR Director has executed an average of 25 contracts per year totaling approximately $90,000 per year.

MDPR now has the opportunity to provide Umpire, Scorekeeper and Referee Services to leagues and organizations using its park facilities for a variety of athletic and sports activities and would like to amend Resolution R-162-05 to include these general categories of service. The Service Agreements (Exhibit 1) meet current County standards and procedures including background checks. With the addition of the new sports activities, MDPR expects the total to increase to approximately $125,000 per year for all agreements.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 4, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(A)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

✓ Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 3/5's ____, unanimous _____) to approve

✓ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
5-4-10

RESOLUTION NO. _____

RESOLUTION WAIVING FORMAL COMPETITIVE BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY AND WAIVING REQUIREMENTS OF ADMINISTRATIVE ORDER 3-38 BY A TWO-THIRDS (2/3) VOTE OF BOARD MEMBERS PRESENT TO AMEND RESOLUTION NO. R-162-05 TO AUTHORIZE THE PARK AND RECREATION DEPARTMENT DIRECTOR TO EXECUTE ON BEHALF OF THE COUNTY ALL CONTRACTS RELATED TO THE PROVISION OF INDIVIDUAL UMPIRE, SCOREKEEPER AND REFEREE SERVICES AT COUNTY PARKS UP TO THE MONETARY LIMITS SET FORTH IN RESOLUTION NO. R-162-05 AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outline in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it to be in the best interest of the County to waive formal competitive bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the Code of Miami-Dade County and to waive the requirements of Administrative Order 3-38, by a two-thirds (2/3) vote of the Board members present, in order to amend Resolution No. R-162-05 to authorize the Park and Recreation Department Director to execute, on behalf of the County, all contracts for the provision of umpire, scorekeeper and soccer referee services at County parks for all sporting activities up to the monetary limits established by Resolution No. R-162-05 and to exercise all provisions contained therein for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of May, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MR

Monica Rizo

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(M)(1)(A)
02-01-05

Attachment A

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-162-05

RESOLUTION WAIVING FORMAL BID AND BID PROTEST PROCEDURES AND THE REQUIREMENTS OF ADMINISTRATIVE ORDER 3-38, TO ALLOW THE PARK & RECREATION DEPARTMENT DIRECTOR TO EXECUTE ON BEHALF OF THE COUNTY ALL CONTRACTS RELATED TO THE PROVISION OF INDIVIDUAL UMPIRE AND SCOREKEEPER SERVICES AT COUNTY PARKS

WHEREAS, under Resolution No. R-1492-85, this Board waived the provisions of Administrative Order 3-2 and competitive bidding procedures for the procurement of individual umpire and scorekeeper services at County Parks; and

WHEREAS, under Resolution No. R-1492-85, this Board authorized the County Manager to execute same for and on behalf of the County; and

WHEREAS, the sheer volume of umpire and scorekeeper contracts makes it onerous for the County Manager's office to execute all of the necessary contracts on timely basis; and

WHEREAS, this Board desires to update and revise these contracts to include a provision for background checks and to update several boilerplate provisions; and

WHEREAS, this Board desires to authorize the Park & Recreation Department Director to execute individual umpire and scorekeeper contracts for and on behalf of the County; and

WHEREAS, Administrative Order 3-2 has been replaced by Administrative Order 3-38,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The recital clauses enumerated above are true and correct and are hereby incorporated by reference.

Section 2. This Board finds it to be in the best interest of the County to waive formal bid procedures and the requirements of Administrative Order 3-38 in connection with securing softball umpire and scorekeeper services in an amount not to exceed $8,000 per individual per year for a total of $420,000 per year for all agreements, and further authorizes the County Manager to revise these fees, as deemed necessary, but not to exceed 5% per year, formal bidding being waived in this instance by 2/3 vote pursuant to Section 4.03 (D) of the Home Rule Charter.

Section 3. This Board authorizes the Director of the Park and Recreation Department to execute individual umpire and scorekeeper contracts, in substantially the same form attached hereto, and to exercise cancellation provisions contained therein for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman **absent**
Dennis C. Moss, Vice-Chairman **aye**

Bruno A. Barreiro	**absent**	Dr. Barbara Carey-Shuler	**aye**
Jose "Pepe" Diaz	**absent**	Carlos A. Gimenez	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. MMC

By: **KAY SULLIVAN**
Deputy Clerk

Mariela Martinez-Cid

Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2005

Agenda Item No. 7(M)(1)(A)

To: Honorable Chairman Joe A. Martinez and Members
Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Waiver of Formal Bid Procedures to Authorize the Park and Recreation Department Director to Execute Umpire and Scorekeeper Contracts

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing a waiver of formal bid requirements of Administrative Order 3-38, in connection with securing softball umpire and scorekeeper services as approved via the attached Services Agreements which initially authorizes expenditures for services in an amount not to exceed $8,000 per individual per year for a total of $420,000 per year for all agreements. It is further recommended that the Board authorize the Park and Recreation Department Director to execute on behalf of the County all contracts related to the provision of individual umpire and scorekeeper services at County Parks.

BACKGROUND

On November 5, 1985, the Board adopted Resolution No. R-1492-85 approving a waiver of formal bid procedures and the requirements of Administrative Order 3-2 in connection with securing softball umpires and scorekeepers at County Parks. The resolution further authorized the County Manager to execute service agreements and to revise fees and total expenditures as deemed necessary but not to exceed an increase of more than 5% per year. Administrative Order 3-2 has been replaced by Administrative Order 3-38.

Due to the volume of softball umpires and scorekeepers contracts it makes it onerous for the County Manager to execute all necessary contracts on a timely basis. The attached resolution requests that the Park and Recreation Department Director be authorized to execute these routine and moderate estimate contracts to expedite processing and avoid any delays. The resolution further authorizes the County Manager to revise fees and total expenditures as deemed necessary but not to exceed an increase of more than 5% per year. The Service Agreements for umpires and scorekeepers have been updated to meet current County standards and procedures including background checks.

Attachment

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 1, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(M)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Attachment B

Agenda Item No. 5(e)(12)
11-5-85

RESOLUTION NO. R-1492-85

RESOLUTION APPROVING WAIVER OF FORMAL BID PROCEDURES AND OF THE REQUIREMENTS OF ADMINISTRATIVE ORDER 3-2 IN CONNECTION WITH SECURING SOFTBALL UMPIRES AND SCOREKEEPERS VIA INDIVIDUAL SERVICES AGREEMENTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of the County to waive formal bid procedures and the requirements of Administrative Order 3-2, not to exceed $8,000 per agreement, per year, nor shall the total expenditures via the agreements exceed $420,000 per year, in connection with securing softball umpires and scorekeepers via individual services agreements, and further authorizes the County Manager to execute services agreements in substantially the form attached hereto and made a part hereof and to revise these fees, as deemed necessary, but not to exceed 5% per year, formal bidding being waived in this instance pursuant to Section 4.03 (D) of the Home Rule Charter by two-thirds (2/3) vote of Board members present.

The foregoing resolution was offered by Commissioner Beverly B. Phillips, who moved its adoption, the motion was seconded by Commissioner Barbara M. Carey and upon being put to a vote, the vote was as follows:

Barbara M. Carey	Aye
Clara Oesterle	Aye
Beverly B. Phillips	Aye
James F. Redford, Jr.	Aye
Harvey Ruvin	Absent
Barry D. Schreiber	Aye
Jorge E. Valdes	Aye
Sherman S. Winn	Absent
Stephen P. Clark	Aye

RECEIVED
JAN 10 1986

7 11

The Mayor thereupon declared the resolution duly passed and adopted this 5th day of November, 1985.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

Approved by County Attorney as
to form and legal sufficiency.

By: RAYMOND REED
Deputy Clerk

MEMORANDUM

Agenda Item No. 5(c)(12)

TO: Honorable Mayor and Members
Board of County Commissioners

DATE: November 5, 1985

FROM: M.R. Stierheim
County Manager

SUBJECT: Service Agreements for Scorekeepers and Umpires

RECOMMENDATION:

After a successful trial period over the past year (R-1415-85), it is recommended that the Board authorize a continuing waiver of formal bid procedures and of the requirements of Administrative Order 3-2, in connection with securing softball umpiring and scorekeeping services via the attached Services Agreements which initially authorizes expenditures for services in an amount not to exceed $8,000 per individual per year for a total of $420,000 per year for all Agreements and also authorizes this office to increase these fees at a rate not to exceed 5% per year. Our General Services Administration Procurement Management has reviewed and concurs with this request.

BACKGROUND:

Over this past year, our Park and Recreation Department secured the services of umpires and scorekeepers through this contractual method, saving costs that otherwise would have been paid to service providers as part-time employee benefits. In effect nothing was altered as to performance of work -- only method of payment. Our fees paid to umpires remain competitive with other leagues.

As we enter the coming fiscal year, staff wishes to maintain this procedure and is proposing to increase fees paid to these umpires and scorekeepers by approximately 5% in keeping with the C.P.I. annual inflation rate:

Classification	84-85 Fee per game	85-86 fee (proposed) per game
Umpire (2 per game)	$11.00 each	$11.50 each
Umpire (1 per game)	$16.50	$16.75
Scorekeepers	$ 7.00	$ 7.50

All contracted umpires must meet qualifications established by either the American Softball Association (ASA) or the United States Slo - Pitch Softball Association (USSSA).

Also, it is requested that this office be authorized to execute individual contracts and to revise these fees and total expenditures, as deemed necessary, but not to exceed an increase of more than 5% per year.

The Board's approval of this procedure is respectfully requested, to continue a proven approach which provides public recreational services at a reduced cost for the residents and visitors to Metro-Dade County.

EXHIBIT 1

SERVICE AGREEMENT
TO PROVIDE BASEBALL UMPIRE SERVICES
FOR THE MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT

This agreement, made the _____ day of, _____, _____ by and between the Park and Recreation Department of Miami-Dade County, a political division of the State of Florida, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "UMPIRE".

WHEREAS, the County and the Umpire desire to join together to provide baseball umpiring services for the Miami-Dade Park and Recreation Department;

NOW THEREFORE, the County and the Umpire for considerations hereinafter named, agree as follows:

ARTICLE 1 - CONTRIBUTIONS AND SERVICES BY THE UMPIRE

A. BASIC SERVICES

The Umpire hereby agrees to exercise and demonstrate proper judgment, technique and knowledge of Little League, Inc. and PONY Baseball, Inc. rules, regulations and standards as they apply. The Umpire shall meet with County staff when requested to present, discuss or clarify pertinent information.

B. TERM OF SERVICES

The Umpire will provide requested services for the Park and Recreation Department for a period of one year unless renewed or terminated as provided herein.

C. OTHER UMPIRE OBLIGATIONS

The Umpire shall provide umpiring services for the County upon the request of the County according to the procedures detailed herein. The Umpire shall arrive at the predetermined location not less than 1/2 hour prior to the scheduled game, tournament or clinic. It shall be the responsibility of the Umpire to obtain, wear, and have in possession while fulfilling County assignments such uniforms and equipment as may be required by Little League, Inc. and PONY Baseball League, Inc.

It is the responsibility of the Umpire to control play and promote friendly and safe competition. Upon arrival at the game site, the Umpire shall contact County personnel in charge of the facility. In the event of an emergency, it shall be the duty of the umpire to make a reasonable effort to contact County personnel at once.

The Umpire shall inspect the playing field prior to allowing play to occur. Such Inspection shall be in accord with Little League/PONY Baseball guidelines for such inspections, and shall always have as the primary focus, the safety of the participants and spectators. Upon arrival at the game site, the Umpire shall walk the entire field, including foul territory, to assure that the safety of the players, managers, and spectators will not be jeopardized.

ARTICLE 2 - CONTRIBUTIONS AND SERVICES BY THE COUNTY

The County shall notify the Umpire verbally or in writing as to the date, location and time of scheduled league games not less than seven (7) calendar days prior to the assigned game. In connection with tournament play, the County shall give notification to the Umpire as permitted by the circumstances surrounding each tournament.

Directives to work tournaments, league games and clinics will be scheduled by the Department's Divisional Coordinator or Designee. Only such County personnel are authorized to communicate with team managers or players and spectators concerning County rules, regulations, administration and operations.

The County shall provide the locations for scheduled games, tournaments or clinics. However, it shall be the responsibility of the Umpire to make appropriate pre-game inspections as delineated in current Little League/PONY Baseball Umpire manuals, which are incorporated herein by reference.

ARTICLE 3 - REMUNERATION FOR UMPIRE SERVICES

For each game worked, the Umpire shall receive from the County **$25.00** per game.

In an event that the Umpire is unable to work a game due to last minute cancellation by the Umpire, it shall be understood that one umpire present at the work site may work the game and it is further understood that such cancellation will result in no fees being paid to the canceling Umpire. However, the sole umpire working the game shall receive **$35.00** per game. Should the Umpire have prior knowledge of circumstances that may prohibit the Umpire from working an assignment, then it shall be the responsibility of the Umpire to contact the Coordinator or Designee not less than twenty four (24) hours prior to game time without penalty. Lack of timely appearance by the Umpire at the assigned work site without prior notification the County may be grounds for termination of this Agreement.

Should team managers wish to participate in a practice game during that period in which the Umpire is present at the assigned work site at which a forfeit has occurred, then the Umpire will be required to work the practice game and/or assist at another baseball league in the same facility at the discretion of the County and receive the standard remuneration of **$18.00** per practice game. Should the third or final game of a set be rained out, or for any other reason cannot be worked by the Umpire, then the Umpire shall not be paid for the game not played.

In the event that a game is canceled and the County has provided proper opportunity for notification to the Umpire, no pay shall be forthcoming. The Umpire shall make all reasonable efforts (as viewed by the County) to contact the County Coordinator or Designee in order to determine the status of an assignment prior to its scheduled start time. Should the Umpire be unable to determine status of the assignment after making such efforts, and arrive at the assigned work site to find the scheduled assignment is canceled (for reasons other than acts of God), then the County shall pay the amount that would have been realized by the Umpire had one (1) game been completed.

The County may request that the umpire in Chief and/or his Assistant conduct training clinics and/or performance evaluations, which will include a minimum of three (3) games to be worked by the Umpire. The Umpire shall receive not more than **$50.00** per day for such educational sessions.
It is understood that this agreement constitutes an offer by the County for the Umpire to work baseball games, tournaments and clinics at the request of the County. The County, through this Agreement, does not offer any guarantee as to a minimum number of games to be worked. **The maximum amount to be earned by the Umpire via this Agreement shall not exceed $8,000**.

The Umpire shall attend any and all meetings requested by the County for the purposes of discussing and responding to any matters related to the Umpire's performance for the County. An example of such a related matter would be the Umpire's statements as they might concern appeals of decisions made by the Umpire while working a game. No remuneration will be forthcoming from the County in such instances.

To assure payment to the Umpire, it shall be the responsibility of the Umpire to sign the scorekeeper's book before each game worked. **A County check will be issued bi-weekly for those services rendered**.

ARTICLE 4 - UMPIRE QUALIFICATIONS

The Umpire affirms that proper certification of competency, as issued to Little League/PONY Baseball umpires, has been retained prior to entering into this agreement.

A working knowledge of current Little League and/or PONY Baseball rules and regulations is a requirement for the Umpire wishing to perform such services for the County.

The Umpire agrees by executing this Agreement to allow Miami-Dade County to perform background checks on him/her at any time prior to or during the course of this Agreement. The County reserves the right to terminate the Agreement at any time due to the results of a background check.

The Umpire must demonstrate a competency in the English language.

The Umpire shall be 18 years of age or older.

INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood and intended that the Umpire is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, or its Department of Park and Recreation. Further, for purposes of this Agreement, the project or activity, the parties hereto agree that the Umpire is an independent contractor.

ARTICLE 5 - INDEMNIFICATION AND HOLD HARMLESS

The Umpire shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Umpire. Umpire shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Umpire expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Umpire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

ARTICLE 6 - INSURANCE REQUIREMENTS

In addition to such insurance as may be required by Law, and the State of Florida, the Umpire shall maintain during the term of this Agreement the following insurance:

A. General Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 per occurrence for a combined single limit for bodily injury and property damage. Dade County must be listed as an additional insured.

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with work, in amounts not less than $300,000 per occurrence, combined single limit for bodily injury and property damage. Worker's Compensation Insurance, in compliance with Chapter 440, Florida Statutes.

ARTICLE 7 - OUT OF COUNTY TRANSPORTATION EXPENSES

In the event that it should be in the County's best interest to participate in cooperative programs which may require that the Umpire, Umpire in chief and/or Assistant appear for an assignment in other than Miami-Dade County, then the Department Director shall authorize the reimbursement of such transportation expenses as provided in State Statutes and County Administrative Orders. Whenever possible, such costs will be borne by the host site or offset via a mutually beneficial exchange.

ARTICLE 8 - MIAMI-DADE COUNTY ORDINANCES

The Umpire agrees to abide and be governed by all state, federal and local laws, including but not limited to County Ordinance #77-13 (Financial Disclosure, as amended) County Ordinance #72-82 (Conflict of Interest as amended), and County Ordinance #88-121 (Disclosure Affidavit, as amended), and County Ordinance #08-07 (Miami-Dade County, Chapter 26, Article III, and the Shannon Melendi Act, as amended), which are incorporated herein as if fully set forth herein in connection with the Contract obligations hereunder.

ARTICLE 9 - RIGHTS OF DECISIONS

The County shall have the sole and exclusive right, based upon the available evidence, to support or reverse any judgments made by the Umpire while serving Miami-Dade County.

ARTICLE 10 - RENEWAL OF AGREEMENT

The County Manager or the Manager's designee may annually approve a renewal for one (1) additional period of one (1) year from the end of the previous term. In the event that the parties do not agree on terms before expiration of this Agreement, the Umpire shall have no further rights under this Agreement.

ARTICLE 11 - TERMINATION OF AGREEMENT

It is expressly understood that the County may terminate this Agreement with or without cause upon seven (7) days written notice to the Umpire. The Umpire may terminate this Agreement upon seven (7) days written notice to the County.
Preceding the effective date of termination of this Agreement, the County will compensate the Umpire for those services performed via the fulfillment of County directive as detailed herein.

ARTICLE 12 - ASSIGNMENT OF SERVICES

The Umpire shall not assign the services to be performed by the Umpire to any other person, subcontractor or umpire.

ARTICLE 13 - NOTICES

For notice or other purposes, the County and the Umpire will be addressed at:
As to the County:

Assistant Director of Operations
Miami-Dade County Park and Recreation Department
275 NW 2 ST
Miami, FL 33128

As to the Umpire: (Name) _____ (S.S. #) _____
((Address) _____
(City/State) _____ (Zip) _____
(Phones) (Home) _____ (Work) _____

ARTICLE 14 - INTERPRETATION OF THE AGREEMENT

All service shall be performed by the Umpire to the satisfaction of the Coordinator or Designee, who shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of this Agreement. The Coordinator/Designee's decision upon all claims, questions and disputes shall be final, conclusive and binding unto the parties hereto. This Agreement shall be governed and construed according to the laws of Florida and venue for any action shall lie in a court in Miami-Dade County.

ARTICLE 15 - INDULGENCE NOT WAIVER

The indulgence by the County with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of any provision or any portion of the Agreement either at the time the breach or failure occurs, or at any time within the life of this Agreement.

ARTICLE 16 - ENTIRETY OF THE AGREEMENT

This Agreement embodies the entire Agreement and the understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and approved by the County Manager or the Park and Recreation Department Director.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

BY: _____
Deputy Clerk

_____
WITNESS

_____
WITNESS

DADE COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
Director
Park & Recreation Dept.

BY: _____
County Attorney

BY: _____
UMPIRE