

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20021129

1. REQUESTED MOTION:

ACTION REQUESTED: Approve waiving of the formal process for BW-03-01 for approximately 100 officials for the Gene Cusic Collegiate Classic and other events throughout the Fiscal Year 2002-2003, with an estimated expenditures of \$250,000.00. Also, authorize the Director of Parks & Recreation on behalf of the Board to execute each individual Contract with the Independent Contractors.

WHY ACTION IS NECESSARY: Pursuant to the Lee County Contract Manual, approved by the Board on September 25, 2001, bid waivers with expenditures in excess of \$50,000.00 require Board approval.

WHAT ACTION ACCOMPLISHES: Provides the Parks & Recreation Division with officials for the various college baseball, softball games, and VCB games.

2. DEPARTMENTAL CATEGORY:

11. Parks & Recreation
COMMISSION DISTRICT #:

C11C

3. MEETING DATE:

10-15-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks & Recreation
- C. DIVISION

BY: John Yarbrough, Director

John Yarbrough byccm

7. BACKGROUND:

Last year the Board approved the waiving of the formal process and authorized staff to hire approximately 100 officials (hired through the County's contracted contractor, Clark Davis), for the Gene Cusic Collegiate Classic.

This year the Parks & Recreation Division would like to hire Clark Davis back because of this experience and knowledge, and reputation with the umpires and staff. And again would like to request the Board's approval to waive the formal process and authorize staff to hire approximately 100 officials for the Gene Cusic Collegiate Classic to be held February 20th through April 15th at various site throughout Lee County and other events throughout the Fiscal Year 2002-2003. All officials will be placed on an Independent Contract or purchase order with Lee County.

Funding will be made available in account: KH5722000100.503490 ^{CA}

Attachment: Department Requested for Waiver

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>byccm</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i> 10/3/02	<i>CA</i> 10/3/02	<i>[Signature]</i> 10/3/02	<i>[Signature]</i> 10/03/02	<i>[Signature]</i> 10/3/02	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by County
Date: 10/3/02
Time: 1:53 pm
Forwarded to Budget
10/3/02

RECEIVED BY
COUNTY ADMIN. *CA*
10-3-02
2:00
COUNTY ADMIN.
FORWARDED TO: *BL*

55 pm

B3# 20021129

LEE COUNTY
FLORIDA

02 OCT -2 PM 1:50

MEMORANDUM
FROM
THE DEPARTMENT OF
LEE COUNTY PARKS & RECREATION SERVICES

TO: Cindy Logan

FROM: John Yarbrough *JY*

DATE: October 1, 2002

RE: Gene Cusic Colligate Classic Umpires

Please proceed with preparing a bid waiver for the Gene Cusic Collegiate Classic to be held February 20th through April 15, 2003 at various sites throughout Lee County. We hired an independent contractor last year that had the credentials needed to choose umpires worthy of such an event as the Cusic, and to oversee the hiring and scheduling of over 100 officials for this six-week college tournament. We would like to hire him back because of his experience and knowledge. We feel that this is quite an undertaking, and to bid out for such a position is quite difficult. These umpires come from all over the United States, and have several different certifications.

We anticipate spending approximately \$250, 000 or less on officials for the various college baseball and softball games, and VCB games through out the year.

Funding will be made available in account: KH5722015500.503490
Parks and Recreation-Parks and Recreation Operations-MSTU fund-no subfund - Other Contracted Services.

If you have any questions or desire additional information, please don't hesitate to contact either Jeanne Hopkins @ 461-7418, Cindy Mitar @ 461-7414 or myself @ 461-7410.

We appreciate you and your staff expediting this Blue Sheet for us. Please let me know if we can be of further assistance.

Thanking you in advance for your prompt cooperation.

JY

CC: Mitar, Cindy
Hopkins, Jeanne

**CONTRACT WITH INDEPENDENT CONTRACTOR
FOR
COORDINATING OFFICIALS FOR THE GENE CUSIC COLLEGIATE
CLASSIC TOURNAMENT**

THIS CONTRACT, the terms and conditions of which are set forth below, is made this _____ day of _____, 20__ between Lee County, Florida, Division of Parks & Recreation, (hereinafter the COUNTY), and Clark Davis, 307-54-5388 (SSN) of C/O Robin Rhey, 6927 West Pacna Drive, Tucson, AZ 85743, Phone: (702) 523-1607 (hereinafter, the CONTRACTOR).

WHEREAS the COUNTY needs certain services from qualified independent contractors to conduct certain events and/or training courses defined herein; and

WHEREAS these events are often self-contained, occur infrequently, and take place only for limited time periods; and

WHEREAS the COUNTY is interested in the method, means and control of work to be achieved, and the CONTRACTOR;

WHEREAS the relationship with the COUNTY be created by this contract, the CONTRACTOR is not to be employed for any purpose; and further that the COUNTY provides for its employees

WHEREAS it is understood that the CONTRACTOR exclusively, and the CONTRACTOR contract for similar services with other parties while under this contract for similar those services do not occur during the Cusic Classic Event, February 20__ to April 2003, or impact performance under this agreement; and

WHEREAS the CONTRACTOR will be compensated for services on a biweekly basis for successfully completed events, solely in accordance with provisions of this contract.

NOW, THEREFORE, the CONTRACTOR agrees to perform services identified herein under the terms and conditions set forth below:

1. CONTRACTOR QUALIFICATIONS:

The following minimum qualifications are necessary for performance of services herein:

- (2) Letters of recommendation for related function
- Resume
- (5) references
- Any other qualifications as deemed necessary by the County.

2. DESCRIPTION OF SERVICES:

a. Nature of Service:

- Oversee all aspects of the officials (Baseball and Softball) for the Gene Cusic Collegiate Classic. Hire, set umpire schedules, submit a daily umpire schedule for each location, and have a site supervisor at each venue, and ensure that all the required paperwork is in order. Report directly to Lee County Parks and Recreation. Follow all the County's policies and procedures.
- Contractor and his/her subsidiaries are hired in an administrative role, and are not to umpire games unless deemed necessary and have approval of the Event Coordinator prior to umpiring any games. ****Note: Contractor will not be paid to umpire games.**

b. Administrative Responsibility:

- To send and collect all independent contracts from umpires. To ensure all contracts are complete, and submit them to the designated county employee for payment procedures.
- To schedule and confirm umpire games worked.
- To submit invoices for each umpire with backup to prove games worked to designated county employee for contractor payment. Invoices must be received by Monday mornings to ensure payment by the Friday of the same week.
- Reschedule umpires scheduled games due to rainouts (work with Event Coordinators for rescheduled games).

c. Evaluation:

The CONTRACTOR agrees to ensure completion of County Event Evaluation forms, provided by Event Coordinators, by umpires. These will be the basis upon which contract performance will in most part be determined acceptable. These forms shall be submitted with the umpires' invoice for final payment.

3. TIME/PLACE OF PERFORMANCE/TERMINATION:

<u>Event</u>	<u>Date</u>	<u>Location</u>
Gene Cusic Classic	October 21, 2002 – April 30, 2003	Terry Park

This agreement may be terminated by either party, with 30 days written notice.

4. FACILITIES, MATERIALS, SUPPLIES:

- a. The COUNTY will furnish Office space, office equipment ie: Computer, paper, phone, etc., Postage, and any other reasonable request, approved by Event Coordinators.
- b. The CONTRACTOR, at his expense, will furnish all travel, housing and related expenses incurred by the CONTRACTOR in the performance for the services and activities required under this Contract. These expenses will not be reimbursed by the County.
- c. The CONTRACTOR will ensure proper care of facilities and/or equipment provided by the COUNTY and will return same upon completion of the service. Payment shall be forfeited, in whole or in part, at the sole option of the COUNTY, if equipment is not returned, or facilities or equipment are damaged.

5. COMPENSATION:

- a. The CONTRACTOR agrees to perform the service above for a total sum of \$19,000.00. This amount includes all/any subcontracted components initiated by CONTRACTOR.
- b. The CONTRACTOR shall be responsible for turning in all invoices bi-weekly, on Monday morning in order to be paid the following week Wednesday for payment, to the COUNTY.
- c. The CONTRACTOR will be compensated for services solely in accordance with the provisions of this contract.

6. Contractor is expected to conduct himself with the professionalism, and deportment of his discipline while performing services under this agreement. Unprofessional or illegal conduct by the CONTRACTOR authorizes the Event Coordinators to terminate this agreement.
7. Any dispute on a claim arising out of or related to this agreement will be first presented through the COUNTY's representative herein to the Event Coordinators; Ralph Pryor, (239) 461-7432, Doreen Baranski (239) 461-7431 or Jeanne Hopkins, (239) 461-7418, or designee, Parks & Recreation for informal resolution.
8. The CONTRACTOR expressly assumes, as an independent contractor, responsibility for reporting and payment of all taxes associated with performance under this agreement. The COUNTY's obligation is solely limited to payment of the bi-weekly amount herein upon completion and acceptance of satisfactory performance.
9. The COUNTY, in its sole discretion, reserves the right to issue changes hereunder for an agreed to adjustment in contract price, time, or both.
10. I, _____, the CONTRACTOR, voluntarily agree to indemnify and hold harmless LEE COUNTY, the Parks & Recreation Department and any public official or employee of LEE COUNTY against any and all claims by or on behalf of any person or legal entity arising from the CONTRACTOR's use of the premises, the conduct of CONTRACTOR's business or from any activity permitted by the CONTRACTOR in or about the premises, and will further indemnify and hold harmless the COUNTY, its Departments and Employees against performance of any agreements on the CONTRACTOR's part, or the CONTRACTOR's agents, employees, or licensees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or about any claim or proceeding brought thereon, all to the extent of the COUNTY's liability under general law.
11. The COUNTY's representatives for administration of this contact are Ralph Pryor, Doreen Baranski and Jeanne Hopkins.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this _____ day of _____, 20_____.

WITNESS By: _____
Clark Davis

WITNESS _____
Print Name

LEE COUNTY BD OF CNTY COMMISSIONERS

WITNESS _____
NAME OF DEPARTMENT

WITNESS By: _____
SIGNATURE

Date: _____

APPROVED AS TO FORM

By: _____
County Attorney Office

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

BY _____

NOTARY PUBLIC

AFFIX SEAL HERE

NOTE: A copy of CONTRACTOR's original Social Security Card and Drivers License must be attached to this Contract.