AGREEMENT FOR SERVICES
BRAZOS VALLEY SOFTBALL UMPIRES ASSOCIATION

STATE OF TEXAS *
*
COUNTY OF BRAZOS *

THIS AGREEMENT is entered into by and between the City of College Station, Texas, a Texas Home Rule Municipal Corporation (hereinafter referred to as "CITY"), and the Brazos Valley Softball Umpires Association (hereinafter referred to as "ASSOCIATION").

1. ASSOCIATION shall provide qualified officiating services for each and every City league softball, flag football, and basketball game as scheduled by CITY's Athletic Coordinator. ASSOCIATION further agrees to provide qualified softball umpires for all American Softball Association ("ASA") sanctioned and approved tournaments when such service is requested by CITY's Athletic Coordinator.

2. The term of this Agreement shall be for three (3) years, effective January 1, 2003, through December 31, 2005.

3. This Agreement may be terminated by either party for convenience upon thirty (30) days' written notice to the other party. Any funds received pursuant to this Agreement but not earned shall be returned to CITY within seven (7) days thereafter.

4. CITY agrees to pay to ASSOCIATION for their services provided in scheduling and administration of payroll to the umpires of ASSOCIATION. For each calendar year of this Agreement, CITY shall pay a scheduling fee of $600.00 for the Spring season, $600.00 for the Summer season and $1,000.00 for the Fall season, which shall include flag football and basketball. The CITY agrees to pay the ASSOCIATION a fee for official training in the amount of $300.00 for flag football and $300.00 for basketball. In addition CITY shall pay for the officiating services of the ASSOCIATION, which services shall include *league tournaments, either pre/post season or in-season, weekend tournaments*, which tournaments shall be considered a part of the scheduled season. The amount of compensation to be paid shall be as follows:

<u>2003</u>

a.	Adult Slow Pitch Games:	$*13.00* per official per game
b.	Adult Fast Pitch Games:	$*19.00* per official per game
c.	Youth Fast Pitch Games:	$*15.00* per official per game
d.	Youth Basketball Games:	$ *8.00* per official per game
e.	Youth Flag Football Games	$ *8.00* per official per game
f.	Adult Flag Football Games	$*11.50* per official per game

<u>2004</u>

a.	Adult Slow Pitch Games:	$*14.00* per official per game
b.	Adult Fast Pitch Games:	$*19.00* per official per game
c.	Youth Fast Pitch Games:	$*17.50* per official per game
d.	Youth Basketball Games:	$ *8.00* per official per game

CRC 8-21-02
Contract No. <u>02-185</u>
o/group/lega//contracts/parks/bvump.doc 11-20-02

e.	Youth Flag Football Games	$ *8.00* per official per game
f.	Adult Flag Football Games	$*11.50* per official per game

2005

a.	Adult Slow Pitch Games:	$*15.00* per official per game
b.	Adult Fast Pitch Games:	$*19.00* per official per game
c.	Youth Fast Pitch Games:	$*17.50* per official per game
d.	Youth Basketball Games:	$ *8.00* per official per game
e.	Youth Flag Football Games	$ *8.00* per official per game
f.	Adult Flag Football Games	$*11.50* per official per game

5. The amount of compensation to be paid by CITY for Youth Basketball, Youth Flag Football, and Adult Flag Football games may be increased for the 2004 and/or 2005 terms of this Agreement at the sole discretion of the CITY. The total cost to the CITY for the services performed by ASSOCIATION under the terms of this Agreement may not exceed the funds appropriated for each fiscal year. If, for any reason, funds are not appropriated to continue this Agreement, the Agreement becomes null and void.

6. In all activities and services performed hereunder, the ASSOCIATION is an independent contractor and not an agent or employee of the CITY. The ASSOCIATION, as an independent contractor, shall be responsible for the services provided under this Agreement. The ASSOCIATION shall have ultimate control over the execution of the work performed under this Agreement and shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate the officials performing under this Agreement. The CITY shall have no control of, or supervision over, the officials.

7. CITY shall issue a purchase order for the payment of officiating services. It is agreed that CITY shall make pre-payments to ASSOCIATION prior to and during the season according to the schedule below. It is further agreed that ASSOCIATION shall pay officials on a biweekly basis for services performed from these pre-paid funds. Actual payments shall be based upon the actual team registration. It is understood by and between the parties that these costs are estimated and will be adjusted based upon the actual team registration. In the event of an over or under payment, the parties shall adjust to address actual differences. For each year of the term of this Agreement, CITY shall pay to ASSOCIATION:

a. An estimated $8,*000.00* on or before the date of the first scheduled league game of the Fall season;
b. An estimated $17,000.00 after October 1st of the Fall season;
c. An estimated $30,000.00 on or before the date of the first scheduled league game of the Spring season; and
d. An estimated $30,000.00 on or before the date of the first scheduled league game of the Summer season.

As a part of the services contemplated herein, ASSOCIATION covenants and agrees to print and distribute paychecks to individual officials on a biweekly basis.

8. CITY shall provide ASSOCIATION with the season schedules one week in advance of the date of the first scheduled game of the season. CITY shall also provide ASSOCIATION with one week's notice, if possible, of all rescheduled games. Both schedules shall be in writing.

9. ASSOCIATION shall establish, operate and maintain accounting system, which system shall be open to CITY for periodic inspection during regular business hours. The system shall be designed for and provide for the tracking of funds and the review of the financial status of the program on a monthly basis.

10. ASSOCIATION shall establish a separate account for the payment of officials for the services performed pursuant to this Agreement. ASSOCIATION shall put into operation and utilize accounting and check issuing procedures approved by CITY. ASSOCIATION covenants and agrees that it shall not pay any funds out contrary to the terms of this Agreement or otherwise encumber CITY funds.

11. In the event that the CITY agrees to enter into a new agreement, any funds remaining with ASSOCIATION but not utilized to pay for services received shall be remitted to CITY not later than two weeks after the last game of the fiscal year. The balance of all money not spent or otherwise paid pursuant to the terms of this agreement shall be returned to CITY.

12. ASSOCIATION shall appoint an authorized representative who shall be available to meet with the Recreation Division Representative and other officials of CITY upon request.

13. In the event that an official fails to work any scheduled game due to absenteeism, ASSOCIATION shall reimburse CITY the amount of the base fee as established in Paragraph 4 herein.

14. ASSOCIATION shall provide two officials at each scheduled game, unless otherwise agreed upon by the parties, with at least one official having no less than one (1) year of experience, to the maximum extent possible..

15. In the event that ASSOCIATION fails to comply with or otherwise meet the terms and conditions of this agreement, CITY may withhold further payment to ASSOCIATION until the condition or term is remedied to the satisfaction of CITY. CITY may seek specific enforcement of this Agreement.

16. This Agreement shall be subject to all valid statutes, law, rules and regulations applicable thereto as promulgated by the United States of America, the State of Texas or any other governmental body or agency having lawful jurisdiction.

17. ASSOCIATION agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by ASSOCIATION, its officers, agents and employees, under this contract.

18. ASSOCIATION shall not allow any non-ASA certified persons to umpire any City softball game. ASSOCIATION hereby guarantees that they shall require all umpires to be certified with the ASA, which covers all certified umpires with ASA insurance. As a certified member each ASSOCIATION umpire hereby represents that they shall maintain ASA insurance for the duration of this Agreement, including insurance against claims for injuries to persons and damages to property which

may arise from or in connection with the performance of the work hereunder by Association, its agents, representatives, volunteers and employees. The ASSOCIATION umpires ASA insurance shall be primary insurance. Said insurance shall list College Station, its employees and officials as additional named insureds. Further, said insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested Certificates of Insurance evidencing the required insurance coverages are attached hereto as Exhibit A. ASSOCIATION agrees to furnish CITY Certificates of Insurance evidencing continued coverage as required hereinabove through the term of the Agreement.

ASSOCIATION shall not allow any non-Texas Amateur Athletic Federation ("TAAF") certified persons to officiate any CITY flag football or basketball game. ASSOCIATION herby guarantees that they shall require all flag football and basketball officials to be certified and registered with TAAF. As a certified member each ASSOCIATION official hereby represents that they shall maintain TAAF insurance for the duration of this Agreement, including insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by Association, its agents, representatives, volunteers and employees. The ASSOCIATION officials TAAF insurance shall be primary insurance. Said insurance shall list College Station, its employees and officials as additional named insureds. Further, said insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested. Certificates of Insurance evidencing the required insurance coverages are attached hereto as Exhibit B. ASSOCIATION agrees to furnish CITY Certificates of Insurance evidencing continued coverage as required hereinabove through the term of the Agreement.

19. Any gifts or other contributions received by ASSOCIATION or any of its members shall not be subject to the provisions of this agreement.

20. Notices to the parties shall be sent regular mail when addressed as follows:

CITY OF COLLEGE STATION
PARKS AND RECREATION DEPARTMENT
ATTN: *Steve Beachy, Director*
P.O. Box 9960
College Station, TX 77842

BRAZOS VALLEY SOFTBALL UMPIRES ASSOCIATION
P.O. Box 2875
Bryan, TX 77805

The parties may change addresses by prior written notice sent to the other party pursuant to the terms of this agreement.

21. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on be half of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

22. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

23. This Agreement represents the entire and integrated agreement between the City and Contractor and supercedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

SIGNED this the _____day of _____, 2002.

BRAZOS VALLEY SOFTBALL UMPIRES ASSOCIATION

BY: _____
Printed Name: Terry Hix
Title: PRESIDENT
Date: 11-25-02

CITY OF COLLEGE STATION

BY: _____
RON SILVIA, Mayor
Date:_____

ATTEST:

_____
Connie Hooks, City Secretary

APPROVED:

_____
Thomas E. Brymer, City Manager

APPROVED AS TO FORM:

Carla A Robinson
City Attorney

APPROVED AS TO FUNDING:

_____
Charles Cryan, Director of Fiscal Services

EXHIBIT A

Certificates of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CF ASAUS-1

DATE (MM/DD/Y 01/31/(

PRODUCER

Bollinger, Inc.
830 Morris Turnpike
Short Hills NJ 07078-5000

C.W. Bollinger Co.
Phone No. 800-526-1379 Fax No. 973-921-2876

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Markel Insurance Company
COMPANY B	Ins. Co. of the State of PA
COMPANY C	
COMPANY D	

INSURED

ASA/USA Softball Association
2801 NE 50th Street
Oklahoma City OK 73111

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$ 5,000,0(
A	[X] COMMERCIAL GENERAL LIABILITY	3602AH230069-1	01/01/02	01/01/03	PRODUCTS - COMP/OP AGG	$ 1,000,0(
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,0(
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 2,000,0(
A	[X] Incl Participants				FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	[ ] ANY AUTO				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS				PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$ 3,000,0
B	[X] UMBRELLA FORM	4702-8904	01/01/02	01/01/03	AGGREGATE	$ 3,000,0
	[ ] OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Liability coverage is provided under the policies listed above for ASA registered umpires while performing their duties as umpires during official ASA activities.

CERTIFICATE HOLDER

REGI030

Registered Umpires of the
Amateur Softball Association

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LE BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

ION