

**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, volleyball 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 one (1) year, effective January 1, 2006, through December 31, 2006. Upon completion of the original contract, the contract may be extended annually upon mutual written agreement of both parties not to exceed an additional two (2) terms.

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:

- 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
- g. Youth Volleyball Games \$ 9.00 per official per match
- h. Adult Volleyball Games \$12.00 per official per match

5. 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.

6. 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 the term of this Agreement, CITY shall pay to ASSOCIATION:

- a. An estimated \$10,000.00 on or before the date of the first scheduled league game of the Fall season;
- b. An estimated \$24,000.00 after October 1st of the Fall season;
- c. An estimated \$40,000.00 on or before the date of the first scheduled league game of the Spring season; and
- d. An estimated \$40,000.00 on or before the date of the first scheduled league game of the Summer season.

The total amount of payment by the CITY to ASSOCIATION for all services to be performed under this Contract may not, under any circumstances, exceed ONE HUNDRED FOURTEEN THOUSAND and NO/100 DOLLARS (\$114,000.00). As a part of the services contemplated herein, ASSOCIATION covenants and agrees to print and distribute paychecks to individual officials on a biweekly basis.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 hereby guarantees that they shall require all flag football, volleyball 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.

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

19. 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.

20. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf 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.

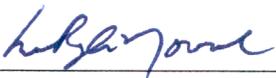
21. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such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

22. 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 18TH day of JANUARY, 2006.

BRAZOS VALLEY SOFTBALL
UMPIRES ASSOCIATION

CITY OF COLLEGE STATION

BY: 
Printed Name: LERAY A. NOVACEK
Title: PRESIDENT

BY: _____
RON SILVIA, Mayor
Date: _____

Date: _____

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, Interim City Manager

Carla A Robinson

City Attorney

Jeff Kersten, Finance and Strategic
Planning Director

EXHIBIT A

Certificates of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AJ
 ASAUS-1

DATE (MM/DD/YYYY)
 01/12/06

PRODUCER
 Bollinger, Inc.
 101 JFK Parkway
 Short Hills NJ 07078-5000
 Phone: 800-526-1379 Fax: 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.

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Markel Insurance Company	119
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Incl Participants</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3602AH230069	01/01/06	01/01/07	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Coverage is provided under this policy for Umpire Associations that are comprised of 100% ASA Registered Umpires.

CERTIFICATE HOLDER

Brazos Valley Umpires Association
 LeRay Novacek
 2700 Woodville Rd.
 Bryan TX 77803

BRAZ050

CANCELLATION

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