AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND PENINSULA SPORTS OFFICIALS ASSOCIATION (PSOA) (in
the amount $5,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 5 day of
June, 2018, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and PSOA, hereinafter referred to as "FIRST PARTY."

It is agreed between the CITY and FIRST PARTY as follows:

1. SERVICES TO BE PERFORMED BY FIRST PARTY

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services for the City of Menlo Park as set forth in Exhibit "A," Scope of
Services, attached hereto.

2. AGREEMENT TERM

The term of this agreement shall be from 4/9/2018 to 6/30/2018 unless mutually agreed upon by CITY
and FIRST PARTY in writing.

3. COMPENSATION AND PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set
forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified
herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A."
Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City
shall have the discretion to approve the invoice and the work competed statement. CITY shall have the
right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have
the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges. In the
event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in
excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right
to withhold payment if the CITY determines that the quantity or quality of the work performed is
unacceptable. In no event shall total payment for all services under this agreement exceed $3381
unless mutually agreed upon in writing by the CITY and FIRST PARTY.

4. RELATIONSHIP OF THE PARTIES

FIRST PARTY agrees and understands that the work/services performed under this agreement are
performed as an Independent Contractor and not as an employee of the City of Menlo Park and that
FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.
5. INSURANCE AND INDEMNITY

1. General liability insurance:
FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than one million dollars ($1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than one million dollars ($1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than one million dollars ($1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, before commencing work.

2. Automobile liability insurance:
The FIRST PARTY shall maintain automobile liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each occurrence combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and three hundred thousand dollars, ($300,000) property damage. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this agreement.

3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.

7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided before termination of the agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the agreement.

8. WORKERS’ COMPENSATION INSURANCE

FIRST PARTY agrees and understands that the CITY does not provide workers' compensation Insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. PAYMENT OF PERMITS/LICENSES

FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.
10. NON-DISCRIMINATION

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this agreement.

11. RETENTION OF RECORDS

FIRST PARTY shall maintain all required records for three years after the CITY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the CITY, a federal agency, and the State of California.

12. MERGER CLAUSE

This agreement, including Exhibit “A” attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

Signature

Date

Derek Schweigart, Community Services Director

ATTEST:

Judi Herron, City Clerk

Date

CC Rev 20180201
SUPPLIER: Peninsula Sports Officials

STREET ADDRESS: P.O. Box 957

CITY/STATE/ZIP Redwood City, CA 94064

PHONE: 650 872-2245

REASON FOR WAIVER:

☐ Emergency  ☑ Sole Vendor  ☐ Necessary Standardization  ☐ Insufficient time for bidding process

☐ Other: As a Sancra member we have a contract with the officials association.

PURCHASE DESCRIPTION:

☐ Supply  ☑ Service  ☐ Equipment

Adult Softball League umpires

PURCHASE AMOUNT: $3381.00

DEPARTMENT HEAD AUTHORIZATION: [Signature]  DATE: 6/5/18
2015 – 2017 Contract

The Sports Association of Northern California Recreation Agencies Peninsula Division (which hereinafter named "SANCRA") and Peninsula Sports Officials Association (hereinafter "PSOA") enter into the following agreement:

1. This agreement is between "SANCRA" and the PSOA. The "PSOA" is a conduit for the individual umpires and the cities represented by SANCRA. PSOA doesn’t retain any fees paid to them. All monies are paid to umpires and assignors for work perform. PSOA helps the cities represented by SANCRA by funneling the fees through PSOA to reduce the accounting and paperwork for multiple umpires by allowing the cities to pay one invoice to PSOA.

2. The PSOA agrees to assign officials to games as listed in the schedule to be provided by "SANCRA" (for regular league, preseason, postseason and tournament games). These schedules shall be submitted to PSOA no later than one month prior to start of season’s practice date.

3. The PSOA agrees to assign officials to officiate games; provided that the PSOA Assignor(s) are notified at least forty eight (48) hours prior to the game on any changes or additions to the original schedule. The Assignor for the 2015 season will be Carl Mitchell and he can be reached at (650) 872-2245 or email carl_mitchell@comcast.net.

4. The PSOA agrees to not charge "SANCRA" for any game which is canceled at least SEVENTY TWO (72) hours prior to the scheduled starting time or if weather or field conditions require cancellation of any game and that the assignor is notified by 2 HOURS BEFORE the game so as to cancel umpire appearances. Otherwise "SANCRA" agrees to pay PSOA the games’ fee as if the game was played.

5. The PSOA agrees to provide qualified umpire/umpires for all games.

6. The PSOA abides by the quality standards recommended or mandated by the Amateur Softball Association (hereinafter "ASA").

7. In consideration of such officiating services, the city agrees to pay officials according to the fee schedule on next page. Because of the lack of umpires all games will be deemed one umpire game unless assignor has sufficient officials to provide two (2) officials.

8. The raises for 2016 and/or 2017 will be based on an overall 80% customer satisfaction rating. This rating will be based on surveys conducted by a combined evaluation committee of both "SANCRA" and PSOA. The ratings are based on umpires showing up 15 minutes before game time, the quality of knowledge, dress, appearance and hustle during plays.

9. THE PSOA TREASURER WILL SEND INVOICES OUT EVERY TWO (2) WEEKS FOR GAMES PLAYED OR ASSIGNED FOR THE PRIOR TWO (2) WEEK PERIOD. Any rain delays, field operation delays, no shows or other changes in the fees should be corrected in the billing cycle. Otherwise with agreement between both assignor and city representative changes shall be corrected in the next billing cycle. Last payment of the season shall be made no later than two (2) weeks after the season is over. If payment is not made in a timely manner then a TEN percent (10%) annual finance charge compounded daily will be added to subsequent notices. If payments are more than thirty (30) days late (after billing has been mailed) and no communication has been received by the Treasurer or Assignor then the PSOA will have the right to remove officials from any remaining games on the schedule until such time that the outstanding invoices have been cleared.

10. The PSOA will ensure "SANCRA" that all umpires, at their own expense, are registered with ASA, which shall provide the umpires and Tournament Umpire-in-chief with liability insurance. The PSOA further agrees that the PSOA shall also obtain Local Officials Association Insurance from the ASA. The PSOA further agrees to inform all

psobayarea@gmail.com, www.psoabayare.org
umpires that they are Independent Contractors and not employees of any city that is part of SANCRA and that the umpires have to pay their own taxes.

11. It is agreed that all teams will be Amateur Softball Association (ASA) certified.

12. It is understood and agreed in the performance of this contract, that PSOA is a non-profit association and is not an employee of "SANCRA".

13. It is further understood "SANCRA" has no Accident or Worker's Compensation Insurance for persons performing services as an independent contractor and shall not be held liable for injuries or loss of property received during the performance of his/her duties under these terms.

14. The PSOA will not honor or discuss any dispute regarding missed assignments if the assignor is not notified within forty-eight (48 hrs) hours of the scheduled game time.

By "SANCRA"  

Name  
Official of League (Title)

Date

By the PSOA

Name  
PSOA Board Member (Title)

Date

PSOA Slow Pitch Fees

<table>
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<th>July 2015</th>
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<tr>
<td><strong>SEASON GAMES –</strong></td>
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psoabayarea@gmail.com, www.psoabayare.org
Scheduled maximum time limit for games will be one (1) hour and five (5) minutes plus time to complete the current inning. All championship games will not have a time limit. All safety rules governed by ASA will have to be enforced (liability and insurance issues) other game format changes can be discussed in writing (email also accepted) between assignor and SANCRA representative.

Tournament game payments will be paid up front to PSOA or checks will be provided by league at the tournament so that the umpires will be paid upon completion of the assignment unless prior agreement in writing has been agreed upon by league and assignor.

Cancellation or postponement: Any game or games changed or canceled from the original schedule will result in a $50 per occurrence fee if changed less than 72 hours before game time. If changes occur more than 72 hours before the games are to be played original games fees will stand. Changes should be e-mailed to the assignor, Carl Mitchell, at carl_mitchell@comcast.net. Games rained out a minimum of 2 hours before game time will not be charged and the rescheduled games for rainouts will also not be charged an additional fee. In any game that is called because of rain that has already started the umpires will get paid the appropriate fees for completed games and any game in progress.

THANK YOU

LARRY HEGRE
PSOA TREASURER

psoabayarea@gmail.com, www.psoabayare.org