

OFFICIATING SERVICES AGREEMENT

For
2006, 2007, and 2008

The Leisure Services Section of the City of Overland Park (hereinafter called the "City") and the Sports Management Associates, L.C (hereinafter called SMA) agree to the following terms and conditions:

1. SMA shall provide umpires to work the City's league and tournament games for the following fees per umpire per game, with a two game minimum:
 - 2006 - \$21.00
 - 2007 - \$22.00
 - 2008 - \$22.00
2. SMA agrees to provide ASA trained and qualified umpires in prescribed uniform and properly equipped. Umpires are to be at the game site at least ten (10) minutes before the scheduled game time.
3. The rulebook used will be the current ASA "Official Guide and Rule Book, Recodified Fast and Slow Pitch Rules."
 - a. Any changes made by the City to the ASA rules shall be specified in writing and these league rules shall supersede the official ASA rules.
 - b. The City's official ground rules, if any; will be adhered to, unless otherwise agreed to by the team managers and the umpires(s).
4. The parties agree that any gross infraction of the rules by either managers, players, spectators, or umpires shall be reported to both organizations in writing and appropriate action taken.
5. The SMA scheduler must be notified of all canceled or postponed games at least 90 minutes prior to the scheduled game time. If proper notification is not received and

umpires report to their assigned fields, SMA shall receive a full game fee for each umpire so reporting.

6. If a game must be canceled or postponed after the notification time specified above due to weather or other conditions beyond the control of the City and the game is not started, SMA shall receive one-half (1/2) the one game fee for umpires reporting to their assigned fields.
7. SMA shall receive full pay for a rained out, called or forfeited game.
8. If an umpire is late for the game's scheduled starting time, the City is responsible for payment to SMA for one-half (1/2) of the umpire's fee for that game. (Late will be defined as arriving less than fifteen minutes before scheduled game time and not more than ten (10) minutes after scheduled game time.)
9. If an umpire is absent for a game, the City is not responsible for the umpire's fee, and SMA will provide an umpire to work the rescheduled game at no charge.
(Absent will be defined as being absent more than fifteen (15) minutes after scheduled game time, unless City and SMA have been notified.)
10. SMA scheduler shall be notified in writing at least 72 hours in advance of any rescheduled games. The scheduler shall confirm the rescheduled games to assure proper assignment of umpires for the rescheduled games.
11. In the event of threatening weather, the field staff in conjunction with umpires shall decide whether or not, and when, to start or continue a game.
12. SMA agrees to provide experienced umpires to work the City games. An experienced umpire is a person with one or more year's previous experience with the ASA, or a person who has been adequately trained by SMA and has passed the current ASA examination.

13. The City and SMA will review league rules relating to umpires and, upon agreement, said rules will be incorporated herein by reference and become a part of this contract.
14. A representative of SMA will attend organizational and/or related softball meetings as requested by the City.
15. SMA will investigate and evaluate with the City each case of tardiness, misconduct, absenteeism, or other actions detrimental to the City's softball program. If upon completion of the investigation and evaluation, it is judged that the umpire(s) in question was at fault, (1) SMA will levy fines and/or issue a reprimand against the individual(s); and (2) the City may request that the umpire(s) work no more games during the current season.
16. The City will provide a sufficient number of copies of league and tournament rules, on or before April 1 each year, to SMA.
17. Umpires assigned by SMA will not work forfeited games.
18. When requested by the City, SMA will advise and assist with the development of ground rules governing play on each of its softball fields. SMA further agrees to provide rules clinics for the team managers, when so requested by the City.
19. SMA will have the scheduler available by phone or a substitute on call, each day games are scheduled until 15 minutes after scheduled starting time of the first game.
20. SMA will submit invoices to the City each week to reflect games worked the previous week (Sunday thru Saturday).
21. SMA agrees to secure a liability insurance policy, written by an insurance company authorized to do business in the State of Kansas and approved by the City in regard to any claim or suit of any kind or nature arising from scheduling softball officials. Each umpire assigned by SMA shall be covered individually by the ASA liability insurance program insurance secured by SMA shall be kept in full force and effect during the

period of this agreement, and a Certificate of Insurance on the City's standard form shall be submitted each year providing the following:

General Liability

General Liability including Products/Completed Operations, Personal Injury, and Independent Contractor' coverage. The limits shall not be less than the following:

Bodily Injury and	\$500,000 Each Occurrence
Property Damage	\$500,000 Aggregate
Combined Single Limits	

SMA, upon receipt of notice of any claim in connection with this agreement, shall promptly notify the City with full details thereof, including an estimate of the amount of loss or liability. SMA shall promptly notify the City of any impairment or reduction of primary or umbrella coverage in excess of \$10,000, whether or not such impairment of liability came about in connection with the agreement.

In the event, after notice of loss, the City shall determine that SMA's primary coverage shall have been impaired or reduced to such an extent that the City shall determine such limits inadequate, SMA shall upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City in a form satisfactory to the City.

The City will only accept coverage from an insurance carrier who offers proof that it (1) is licensed to do business in the State of Kansas; (2) carries a Best's policy holder rating of A or better; and (3) carries at least a Class X financial rating or is a company mutually agreed upon by the City and SMA. A copy of the Certificate of Insurance shall be filed with the City Clerk, and the premium shall be paid by SMA.

22. This agreement is entered into. And shall be construed and enforced, solely in accordance with the laws of the state of Kansas. All local, state and Federal laws and requirements which apply to this Agreement are incorporated herein by reference.
23. If SMA shall fail or refuse to perform or comply with any of the obligations, conditions, or duties herein agreed to by SMA, the City through its City Manager shall have the right to notify SMA in writing of such default; upon 15 days' notice, elect to cancel such agreement and may notify SMA of such cancellation. Thereupon the agreement may thereafter be deemed null and void at the election of the City; provided further that during the terms of this agreement, SMA shall have the right to terminate said agreement without specifying the reason therefore by giving written notice to the City 60 days prior to the date upon which SMA desires to terminate this agreement.

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ATTEST:

CITY OF OVERLAND PARK

Marian Cook
City Clerk

Carl Gerlach
Mayor

APPROVED AS TO FORM:

SPORTS MANAGEMENT ASSOCIATES, LC

Bart Budetti
Sr. Assistant City Attorney

Richard D. Hunter
President/CEO

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Richard D. Hunter, President/CEO, Sports Management Associates, L.C.

Notary Public

My appointment expires: _____