CITY CLERK
ORIGINAL

C-8972
06/10/2014

PROFESSIONAL SERVICES AGREEMENT FOR SPORTS OFFICIATING SERVICES

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Valley Metro Officials, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the 10 day of June, 2014 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. Schedule. The Services will be provided in accordance with the "Softball League Schedule" provided in Contractor's response to City Solicitation No. RFP 14-23. The "Softball League Schedule" is attached to this Agreement as **Exhibit C**.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including any services furnished by its Sub-contractors, as specifically detailed in **Exhibit D** (the "Compensation") shall not exceed **$75,000** per year for any year this Agreement remains in effect. In the event the option to renew this Agreement is exercised by the City for each of the three years subsequent to the Initial Term of this Agreement, as provided in Section 13 below, the aggregate amount to be paid to the Contractor pursuant to the terms of this Agreement shall not exceed **$375,000.00**.

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation,

postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit weekly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants; and

(2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Consultant must obtain and maintain the following insurance ("Required Insurance"):

a. Consultant and Subconsultants. Consultant, and each Subconsultant performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate limit.

(2) Subconsultants must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Consultant and $1,000,000 per accident for Sub-consultants and Subcontractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Consultant's Policies;

(2) Reduction of the coverage limits of any of Consultant's Policies; and

(3) Any other material modification of Consultant's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in

accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant or Subconsultant, in the event that any coverage does not comply with the requirements of this section.

(3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants.

a. Consultant must also cause its Subconsultants to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Subconsultant if City is satisfied the amounts required are not commercially available to the Subconsultant and the insurance the Subconsultant does have is appropriate for the Subconsultant's work under this Agreement.

c. Consultant must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

9.1 Consultant, and on behalf of any Subconsultant, warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Dennis W. Oldham, President
23233 Lone Mountain Road
Wittman, Arizona 85361-9550
(623) 694-2375
dennis@valleymetroofficials.com

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Erik Strunk, Parks, Recreation and Library Services Director
6210 W. Myrtle Ave
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the response to City Solicitation No. RFP 14-23, any addenda attached to the solicitation, the response, or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The term of this Agreement commences upon the Effective Date and continues for a term of two years. The City may, at its option and with the consent of the Contractor, extend the term of this Agreement for three (3) additional one-year terms, renewable on an annual basis. The renewal period shall commence on the anniversary of the Effective Date and expire 365 days later. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Valley Metro Officials, LLC,
an Arizona limited liability company

By: Dennis W. Oldham
Its: President

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
FOR
SPORTS OFFICIATING SERVICES

PROJECT

Valley Metro Officials, LLC is to provide umpiring services for City of Glendale Parks, Recreation and Library Services adult softball games at Sahuaro Ranch and Foothills sports complexes.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
FOR
SPORTS OFFICIATING SERVICES

SCOPE OF WORK

Valley Metro Officials, LLC is to provide umpire services for the City of Glendale Parks, Recreation and Library Services adult softball games in an unbiased, professional manner that is consistent with set league rules, code and guidelines.

It is estimated that Contractor will officiate 2304 games at Sahuaro Ranch Park and 576 games at Foothills Park over the course of a calendar year. Work will be performed in accordance with the "Specifications" submitted and agreed to as a part of Contractor's response to City Solicitation No. RFP 14-23 and appended hereto.

SPECIFICATIONS

1.2 DESCRIPTION OF OFFICIATING SERVICES

1.2.1 Valley Metro Officials will provide one umpire/official for all softball games and two officials upon the request from the City of Glendale with a prior notice of 48 hours, allowing time to add official to game.

1.2.2 Valley Metro Officials registered as ASA officials have been tested and attended a yearly training class as required by ASA. Valley Metro Officials will provide copies of Glendale Parks and Recreation league rules and regulations to each official working games in the City of Glendale. Officials are instructed to contact recreation staff concerning any changes in rules and regulations.

1.2.3 Valley Metro Officials that work games in the City of Glendale are required to be registered as ASA.

1.2.4 Each official is instructed by Valley Metro Officials to be at park 15 minutes prior to start of games and to check in with staff and sign in on report form. Each official is required to sign an agreement form that they are aware of this requirement.

1.2.5 Each official for Valley Metro Officials has been instructed that Glendale staff has the authority to modify league rules when deemed necessary and to move officials from field to field to benefit league play.

1.2.6 Valley Metro Officials are to be in correct uniform according to standards set by the City of Glendale and Valley Metro Officials.

1.2.7 Valley Metro Officials that are registered ASA have the ability to acquire their own accident/injury policy through ASA. The City of Glendale is not responsible for any accident/injury sustained

1.2.8 Valley Metro Officials shall charge the City of Glendale a half game fee if an official arrives 5 minutes late and shall not charge the City for a game that has completed two innings which constitutes a legal game. Emergency contact name and numbers are currently on file with staff members. These are the numbers as follows: Dennis Oldham 623-694-2375 Brian Oldham 623-236-5068 Steve Cochran 623-570-1956

1.2.9 Valley Metro Officials is able to supply the appropriate number of officials to any number of games the City of Glendale has at any number of sites. We understand the time limit in games and that tournament games are to be played in full, that due to accidents/injury can change the length of games and we will provide the service needed without additional charge. Valley Metro Officials understands that the number of games each season is dependent on number of teams registered.

1.2.10 Valley Metro Officials agrees that the representatives and staff have the right to evaluate and when justified, refuse the service of any official upon provided documentation about that official.

1.2.11 Valley Metro Officials agrees to the policy that staff can add or delete games as necessary and charges for that will be by mutual consent. Number of games depend on number of teams registered. Valley Metro Officials requires schedule of games and days/nights played as soon as possible.

1.2.12 Valley Metro Officials agrees that all officials will cooperate with staff concerning incident/injury situations and will provide names and phone numbers upon request. Officials will supply any/all information necessary for proper documentation by site supervisor regarding incident/injury situations.

1.2.13 A representative will be assigned to act as liaison between the City of Glendale and Valley Metro Officials for evaluating officials complaints and services and scheduling of appropriate officials.

1.2.14 Valley Metro Officials agrees to officiate forfeited games if there are adequate number of players to participate. If not enough players, official will move to another field and double up unless it is last game of the night, then official may leave.

1.2.15 Valley Metro Officials will submit invoice weekly to Parks and Recreation Department for him to submit to finance department as has been in the past.

1.2.16 Valley Metro Officials agrees to have a representative present at all meetings prior to beginning of season.

1.2.17 Valley Metro Officials agrees to maintain all terms, conditions and specifications of the proposal for any additions to programs during the dates listed in the scope.

1.2.18 In the case of a protested game where protest is upheld, Valley Metro Officials agrees that game will be replayed from the point of interest at no charge to the City of Glendale.

1.2.19 Officials will sign and properly complete all sc ore sheets prior to the termination of that day's activities. Valley Metro Officials understands that failure to comply may delay or prevent payment for officiating services rendered.

1.2.20 Valley Metro Officials requests a (2) hour advance notice of any cancelled games. This allows time to contact officials that game/games are cancelled. There shall be no fees or other penalties paid for cancelled officiating services.

If the City fails to provide the (2) hour notice of cancellation/forfeit, a one game fee shall be assed only for each field that is cancelled/forfeited according to contracted fee. No other fees shall be charged.

Should Valley Metro Officials be provided the (2) hour notice, no fees will be charged and if the games are rescheduled, officials will be provided for each rescheduled game at any site at contracted price per game, even if scheduled on a different night than usually played or on an open night on schedule.

1.2.21 Val ley Metro Officials agrees that staff can evaluate officials on a random basis throughout the course of the regular season and tournament play and to be made known to Valley Metro Officials. Valley Metro Officials has a standard that is to be met by every official that works for us. We encourage evaluations from staff as to the performance and appearance of each official. We agree that all/specific officials and/or continuation of contract agreement will be contingent with meeting acceptable level of evaluation standards determined by staff.

1.3 UNIFORMS AND SERVICE STANDARDS

1.3.1 SLOW PITCH SOFTBALL

Valley Metro Officials agrees to have all officials in compliance with uniform policy at all times and also agrees that those who do not comply will be fined. Valley Metro Officials has its own uniform policy.

1.3.1.1 Shirts: Powder blue with association name embroidered on left side of shirt.

1.3.1.2 Pants: Navy blue or heather gray

Shorts: Navy blue with belt loops

1.3.1.3 All shirts tucked in at waist

1.3.1.4 Socks/shoes: Black shoes/ Black socks only with long pants-No Jeans

White socks only with shorts

1.3.1.5 Hats: Richardsons hats with VMO logo

1.3.1.6 Ball bags: Navy blue, black or grey

1.3.1.7 Jackets: Navy blue

1.3.1.8 No cell phones used during during games. Must use office phones in emergency cases only.

3.1 compliance with specifications.

3.1.1 Valley Metro Officials can supply experienced officials to cover any amount of games the City of Glendale has scheduled, or will schedule at any and all locations that the City decides to use in their program. Each official will be registered ASA, trained in ASA rules and onfield training. Each official has knowledge of ASA rules. Valley Metro Officials has Steve Cochran as the ASA contact for rules interpretation. Steve has worked several National Tournaments for ASA an does the onfield training of our officials. We have a good relationship with the City staff at Sahuaro Ranch Park and Foothills Park. City staff has the authority to move officials to different fields when they feel it is in the best interest of the City and of Valley Metro Officials. In the event that an official does not show up, we have officials that live close by that we can contact to come in and finish the night. Mike Davis has contact numbers for Valley Metro Officials and calls when there is something that needs to be addressed, schedule changes, rain outs, forfeits, etc. Valley Metro Officials keeps their insurance policy updated and supplies the City of Glendale with updated policy

3.1.2 Valley Metro Officials will and does accept all terms and conditions of this Request for Proposal of Special Terms and Conditions concerning Sections 2.0 thru 2.30

3.2 EXPERIENE AND CAPABILITIES OF FIRM AND STAFF

3.2.1 Valley Metro Officials has been doing business since 1980 as:
Valley Metro Officials Association until 1992
Valley Metro Officials, INC until 2014
Valley Metro Officials, LLC, 2014 until ?
Performing services in the sports of Adult Softball, Youth Softball, Little League Baseball, Junior League Baseball, Adult Football, Youth football, Adult Basketball, Youth Basketball, Girls Fasrpitch Softball.
Valley Metro Officials has been supplying officials to the City of Phoenix Softball Program at Rose Mofford Complex for the past 8 years and for various other City of Phoenix outlying Parks since 1980.
Valley Metro Officials has supplied officials to the City of Surprise Adult Softball for the past 7 years and serviced the Youth Fastpitch for 3 years prior to that.
Valley Metro Officials has and is currently supplying officials to the City of Goodyear Little and Junior Baseball for past 4 to 5 years.
Valley Metro Officials officiated Adult and Youth Football and Basketball for the City of Peoria.
Valley Metro Officials has supplied officials to the City of Glendale Adult leagues since 1980 and has done the youth program in the past and currently supplying officials to the City of Glendale under the current contract.

3.2.2 The only requirement that Valley Metro Officials has is Federal Tax ID # 46-4807702

3.2.3 Valley Metro Officials infrastructure consists of:

3.2.3.1
Originally formed as Valley Metro Officials Association in 1980
Incorporated in 1992 as Valley Metro Officials, Inc.
Changed in 2014 to Valley Metro Officials, LLC

3.2.4 Valley Metro Officials has never defaulted on any contract to any City or League.

3.2.5 Valley Metro Officials has never declared bankruptcy at any time since its inception.

3.2.6 Valley Metro Officials has the ability to fulfill any schedule that the City of Glendale should provide at any location in the City of Glendale with qualified ASA officials. Assignments are given to officials for the full season at the beginning of season when schedules are received.

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
FOR
SPORTS OFFICIATING SERVICES

SCHEDULE

Work will be performed in accordance with the "Softball League Schedule" submitted and agreed to as Section 1.4 of Contractor's response to City Solicitation No. RFP 14-23 and appended hereto.

1.3.2 FINES

1.3.2.1 Valley Metro Officials agrees of a fine of $5.00 for non-compliance of uniform rule. Valley Metro Officials requires that each official be at field site 15 minutes before start of game. Valley Metro Officials agrees to provide a replacement official before start of second scheduled game when original official has not shown up. Valley Metro Officials agrees to allow the City of Glendale to issue a fine of $5.00 after three (3) incidents of officials being late or not showing up, and also agrees that City will not be charged for a game in which the official did not show up.

1.3.2.2 Valley Metro Officials agrees that fine should be $5.00 when official is late.

1.3.2.3 Valley Metro Officials agree to the fine of one game fee per game when official does not show up.

1.3.2.4 Valley Metro Officials agree to fine of $20.00 after third (3) late/no show within one (1) month of the season.

1.3.2.5 Valley Metro Officials agrees to not pay City of Glendale staff to officiate games in place of Valley Metro Officials.

1.3.2.6 Valley Metro Officials agrees that before any fines are issued to us that City of Glendale Parks and Recreation Department will review all circumstances and disclose those circumstances to Valley Metro Officials.

1.3.2.7 Valley Metro Officials agrees that the if City of Glendale Parks and Recreation Department cannot contact Valley Metro Officials when an official does not show up or cannot staff the number of officials needed, the City can then contact another vendor to cover the scheduled games, and the City reserves the right to fine Valley Metro Officials for not covering scheduled games.

1.4 SOFTBALL LEAGUE SCHEDULE

1.4.1 SOFTBALL includes Adult Men's, Coed, ASA sanctioned. Valley Metro Officials agrees to coves all SOFTBALL listed with ASA sanctioned officials.

1.4.2 Valley Metro Officials agrees to cover all games scheduled at all softball game locations listed or any other locations in the City of Glendale:
Sahuaro Ranch Park (63rd Avenue & Mountain View)
Foothills Park (57th Avenue & Union Hills Road)
Valley Metro Officials realizes game times of 6:30 7:30 8:30 and 9:30 PM Monday through Friday and Sunday games at 5:30 PM

1.4.3 Softball Seasons*

Valley Metro Officials agrees to cover all game during :

Winter Season

Sahuaro Ranch Park All games a night X 8 nights X 9 weeks
Foothills Park (Sunday) 8 Games a night X 1 night X 9 weeks
Foothills Park (Friday's) 8 Games a night X 1 night X 9 weeks

Spring Season

Sahuaro Ranch Park All games a night X 8 nights X 9 weeks
Foothills Park (Sunday) 8 games a night X 1 night X 9 weeks
Foothills Park (Friday's) 8 games a night X 1 night X 9 weeks

Summer Season

Sahuaro Ranch Park All games a night X 8 nights X 9 weeks
Foothills Park (Sunday) 8 games a night X 1 night X 9 weeks
Foothills Park (Friday's) 8 games a night X 1 night X 9 weeks

Fall Season

Sahuaro Ranch Park All games a night X 8 nights X 9 weeks
Foothills Park (Sunday) 8 games a night X 1 night X 9 weeks
Foothills Park (Friday's) 8 games a night X 1 night X 9 weeks

Valley Metro Officials number of games may vary due to seasonal participation.

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT
FOR
SPORTS OFFICIATING SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Contractor will submit weekly invoices for services rendered to City's Parks, Recreation and Library Services and shall be paid in accordance with the terms and conditions of Section 5 of the Agreement and the Price Sheet contained as Section 5.0 of Contractor's response to City Solicitation No. RFP 14-23.

NOT-TO-EXCEED AMOUNT

The costs billed to and collected from the City may not exceed **$75,000.00** per year the Agreement remains effective, to a maximum amount of $375,000.00, should the Agreement be renewed for all three one-year periods.

DETAILED PROJECT COMPENSATION

See Contractor's Price Sheet. Any payments made by the City will be offset by FINES assessed against Contractor pursuant to Section 1.3.2 of Contractor's response to City Solicitation No. RFP 14-23 and appended to this Agreement as part of Exhibit C.

5.0 PRICE SHEET

5.1 **UNIT PRICE** The Unit Price shall include all applicable taxes, costs, and fees associated with the performance of the services.

Item No.	Description	Estimated Annual League Games (A)	Unit of Measure	Unit Price (B)	Extended Price (A X B)
1	Sahuaro Ranch Park Adult Softball; One (1) Official per game	2304	1 Game	$ 22.50	$ 51,840.00
2	Foothills Park One (1) Official per game	576	1 Game	$ 22.50	$ 12960.00
			Grand Total		$ 64,800

Company Name VALLEY METRO OFFICIALS, LLC

EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT
FOR
SPORTS OFFICIATING SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

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Corporate Inquiry	
File Number: L-1897820-2	Check Corporate Status
Corp. Name: VALLEY METRO OFFICIALS, LLC	

Domestic Address

23233 W LONE MOUNTAIN ROAD
WITTMANN, AZ 85361

Statutory Agent Information

Agent Name: PENNY FULLER
Agent Mailing/Physical Address:
12444 N 28TH DRIVE
PHOENIX, AZ 85029
Agent Status: APPOINTED 01/14/2014
Agent Last Updated: 01/16/2014

Additional Corporate Information

Corporation Type: DOMESTIC L.L.C.	**Business Type:**
Incorporation Date: 01/14/2014	**Corporate Life Period:** PERPETUAL
Domicile: ARIZONA	**County:** MARICOPA
Approval Date: 01/16/2014	**Original Publish Date:**

Manager/Member Information

DENNIS OLDHAM MEMBER 23233 W LONE MOUNTAIN ROAD WITTMANN,AZ 85361-9550 **Date of Taking Office:** 01/14/2014 **Last Updated:** 01/16/2014	

Scanned Documents

(Click on gray button - if present - to view document - will open in a new window.)

(If gray button is not present, please check back later.)

Document Number	Description	Date Received
04524585	ARTICLES OF ORGANIZATION	01/14/2014
04560004	PUB OF ARTICLES OF ORGANIZATION	02/07/2014

Back To Top

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Corporate Status Inquiry
File Number: L-1897820-2
Corp. Name: VALLEY METRO OFFICIALS, LLC

This Limited Liability Company is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

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