

Agreement for Umpire, Official and Scorekeeper Services

This Agreement is entered into by and between the City of Fortuna, a municipal corporation ("City"), acting through its Parks and Recreation Department, and the Eel River Valley Officials Association, an unincorporated association ("ERVOA"), for the provision of umpire, official, and scorekeeper services for the City's 2026 adult recreation league programs, including Adult Basketball, Adult Softball, and Adult Coed Softball, on the terms and conditions set forth below.

City Representative: Director of Parks and Recreation, or designee

ERVOA Representative: Association President or Secretary/Treasurer

COF Representative: City of Fortuna Director of Parks and Recreation, or their designee;
ERVOA Representative: Associational President or Secretary/Treasurer

1. Basic Services of ERVOA

- 1.1. ERVOA shall ensure that all officials and scorekeepers assigned to City programs are duly qualified and, where applicable, currently registered or credentialed through a recognized officiating organization or association appropriate to the sport. All officials and scorekeepers provided by ERVOA shall be registered with and covered by insurance through a nationally recognized sports liability agency of choice. ERVOA will provide COF with a current copy of their registration through that organization.
 - 1.1.1. No City Employee shall hold any leadership position within the ERVOA.
- 1.2. ERVOA shall schedule all umpires, officials and scorekeepers for the COF adult league programs.
 - 1.2.1. COF shall obtain consent from ERVOA before games are rescheduled to ensure proper coverage for umpires, officials and score keepers.
- 1.3. ERVOA is an independent contractor and shall be solely responsible for all federal, state, and local taxes, reporting obligations, withholdings, payroll obligations, and other legal requirements arising out of compensation paid by ERVOA to its personnel, contractors, or representatives. City may issue any tax reporting forms required by law with respect to payments made under this Agreement.
- 1.4. ERVOA shall provide the number of umpires, officials and scorekeepers per game as requested by COF.
- 1.5. ERVOA shall be responsible for confirming player eligibility at the field/court.

- 1.6. ERVOA shall provide a representative for league manager's meetings and assist in facilitation.
- 1.7. COF will be responsible for collecting team fees, including forfeit deposits.
- 1.8. COF will be responsible for the scheduling of all games for the respective season
- 1.9. COF will be responsible for the return of forfeit deposits, in whole or in part
- 1.10. ERVOA shall require its personnel to comply with reasonable City policies applicable to conduct at City facilities, including policies concerning harassment, discrimination, alcohol or drug impairment while performing services, and workplace or program safety.
- 1.11. ERVOA shall ensure that all assigned officials and scorekeepers perform services in a professional, competent, and sportsmanlike manner consistent with the applicable rules of the sport and reasonable expectations for adult recreation league administration. City may request removal or replacement of any assigned individual for unprofessional conduct, repeated failure to appear, inability to perform assigned duties, safety concerns, or material violation of City rules.

2. Protests

- 2.1. All protests relating to the legality of players or for violating specific COF Parks and Recreation rules and guidelines shall be the responsibility of the COF;
 - 2.1.1. COF shall provide the name and number of the on-call park official who is responsible for making decisions on rulings for said rules and guidelines in the event there is a protest at the field.
- 2.2. All protests relating to game rules of play shall be the responsibility of the ERVOA.

3. Payments to ERVOA

- 3.1. COF shall pay ERVOA in lump sum for all scheduled games at the beginning of each season within a reasonable time after receiving all fees from teams and deducting administrative costs and forfeit fees paid to the COF.
- 3.2. The total amount COF shall pay ERVOA for services pursuant to this contract will not exceed **\$20,000**. Payment for each season will be paid no later than two (2) weeks after start of respective season.
- 3.3. The not to exceed amount in 3.2 is an estimate based on the prior year's fees. If this amount does not cover the total due the ERVOA then a revision shall be made to this total, in writing, to cover any outstanding fees due to the ERVOA.

- 3.4. No Guarantee of Minimum Volume. City does not guarantee any minimum number of games, assignments, or compensation under this Agreement. Services shall be requested and paid for only as needed by City based on a mutually agreed upon game schedule.

4. General Considerations

- 4.1. **Termination**--- Either party may terminate this Agreement without cause upon at least thirty (30) days' prior written notice to the other party. City may also suspend services or terminate this Agreement immediately upon written notice in the event of ERVOA's material breach, failure to maintain required insurance, inability to provide qualified personnel, unlawful conduct, or conduct that threatens the health, safety, or orderly administration of City programs. Upon termination, ERVOA shall be entitled to compensation only for authorized services satisfactorily performed prior to the effective date of termination, less any amounts necessary to offset damages caused by ERVOA's breach, if applicable. Neither party shall be entitled to consequential, incidental, or lost-profit damages arising from such termination.
- 4.2. **Controlling law**--- This Agreement is being performed in the State of California and is to be governed by the law applicable in Humboldt County, California. Venue for any action arising under this Agreement shall be in Humboldt County, California.
- 4.3. **Successors and Assigns**--- COF and ERVOA each binds itself and its partners, successors, executors, administrators, assigns and legal representatives in respect to all covenants, agreements and obligations of this Agreement.
- 4.4. **No Assignment**--- Neither COF nor ERVOA shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 4.5. **No Third-Party Beneficiaries**---Nothing herein shall be construed to give any rights or benefits to anyone other than COF and ERVOA.
- 4.6. **Independent Contractor**---In performing services under this Agreement, the relationship between COF and ERVOA is that of independent contractor, and COF and ERVOA by the execution of this Agreement do not change the independent status of ERVOA. No term or provision of this Agreement or act of ERVOA in the performance of this Agreement shall be construed as making ERVOA the agent, servant, or employee of COF.

4.7. **Indemnity**---To the fullest extent permitted by law, ERVOA shall defend, indemnify, and hold harmless the City of Fortuna and its officers, officials, employees, agents, and volunteers from and against any and all third-party claims, demands, actions, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees, but only to the extent arising out of or relating to the negligent acts, errors, omissions, reckless conduct, or willful misconduct of ERVOA or its officers, officials, employees, agents, contractors, representatives, officials, umpires, scorekeepers, or any person or entity for whom ERVOA is legally responsible in connection with this Agreement. ERVOA's duty to defend and indemnify shall not apply to the extent a claim is caused by the sole negligence or willful misconduct of City. The obligations of this section shall survive termination of this Agreement..

4.8. **Entire Agreement**---This Agreement constitutes the entire agreement between COF and ERVOA and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended} supplemented, modified or cancelled by a duly executed written instrument.

4.9. **Records; Audit Support.** ERVOA shall maintain complete and accurate records supporting all invoices submitted under this Agreement, including game assignments, dates of service, personnel assigned, and rates charged, for a period of at least three (3) years after final payment. Upon reasonable request, ERVOA shall make such records available to City for review for contract administration purposes.

4.10.

Executed this_____ day of _____, 2026.

City of Fortuna, CA

By: _____
Amy Nilsen, City Manager

By: _____
Doug Culbert, ERVOA

Attest:

By: _____
Siana Emmons, City Clerk