

**FOURTH AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001321
WITH NORTHERN COAST OFFICIALS ASSOCIATION, INC.**

This Fourth Amendment to Agreement F001321, dated March 13, 2017 ("Agreement") is made as of this _____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Northern Coast Officials Association, Inc., Santa Rosa, CA, a California corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide league sports officials. The First, Second and Third Amendments extended the contract and increased compensation.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the contract for one additional year and increase compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. SCOPE OF SERVICES

Effective January 2, 2021, Exhibit A-3 to the Agreement is replaced by Exhibit A-4 to this Amendment.

2. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional year.

3. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$15,500 to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$229,296. The Chief Financial Officer is authorized to pay all proper claims from various department charge numbers."

4. COUNTERPARTS AND ELECTRONIC SIGNATURES

Section 22 (Counterparts and Electronic Signatures) is added to the Agreement after Section 21 (Authority; Signatures Required for Corporations) as follows:

“Section 22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: Northern Coast Officials
Association, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

_____ N/A _____

Attachment:

Exhibit A-4

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT "A-4"

SCOPE OF WORK FOR LEAGUE OFFICIALS

1. Officials will arrive a minimum of fifteen (15) minutes prior to the beginning of the first scheduled game.
2. Officials will wear proper officiating apparel and bring all equipment needed to properly officiate games. Officials shorts are allowed.
3. Officials will submit written incident reports for any significant problem that may arise during the game that involves the ejection of a player, coach, any un-sportsman-like conduct, technical fouls, or the forfeit of a game.
4. The "Contractor" will have a procedure in place for receiving constructive feedback on the performance of officials.
5. The "Contractor" will have a representative available between the hours of 6pm and 8:30pm to contact in the event there is a problem with officials.

SOFTBALL

1. Provide one (1) qualified softball official for City League softball games held at local Santa Rosa softball fields.
2. League games begin in June and continue through October. Games are played five (5) nights a week on six (6) different fields. Games may also be played on weekends.
3. Typically, three (3) games are played each night at each field beginning at approximately 6:30pm and each game lasting one (1) hour and five (5) minutes (1:05).
4. There are approximately 1200 games scheduled for the year, which include leagues for Slow-pitch and Co-ed.
5. Officials will officiate the games following the USA Softball Rules and City of Santa Rosa By-laws.

BASKETBALL

1. Provide two (2) qualified basketball officials for City League Basketball games held at local Santa Rosa gymnasiums.
2. League games begin in February and continue through November. Games are played up to two (2) nights a week in four (4) different gyms. Games may also be played on Saturday mornings.
3. There are normally two (2) games each night at each gym beginning at approximately 6:30pm; with each game lasting one (1) hour (60 minutes). There could be up to eight (8) games on Saturdays.
4. There are approximately 120 games scheduled for each season for co-ed youth basketball.
5. Officials will officiate the games following the HSCIF Rules, and the City Recreation and Parks league by-laws.

COMPENSATION

CITY shall pay CONTRACTOR as follows:

Basketball -- \$75.00 per game (2 officials)

Softball -- \$44.00 per game (1 official)

Fee Adjustments:

1. If games are cancelled by the CITY with less than three (3) hours notification to the CONTRACTOR, then payment will be made in full for all scheduled games. If notification is more than three (3) hours on day of game(s) half of game fees will be paid for officials.
2. If games or a game is cancelled by the game officials' due to inclement weather, unsafe conditions, or Act of God, full payment will be made for all scheduled games if officials have departed for assignment or arrived on site.
3. If an official is more than fifteen (15) minutes late for an assigned game, the CITY will pay at a rate of 75% of the game fee.
4. If there is a one (1) game assignment, the CITY will pay at a rate of 150% of the game fee.
5. All officials are required to sign score sheets at the beginning of the first game each night. Payments to the CONTRACTOR will be based on the signed score sheets.
6. If games are cancelled before scheduled date of games a \$15 per accepted assignment will be paid to the contractor. If games have not been assigned nor accepted no fee will be paid. An assignment is defined as official(s) accepting game(s) for scheduled game(s) as one assignment.
7. If games are canceled due to Act of God or inclement weather prior to officials/umpire departing for assignment, then no fees will be paid to the contractor.