

**City of North Richland Hills
Parks and Recreation Department
SERVICE AGREEMENT**

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

THIS SERVICE AGREEMENT (the “Agreement”), is entered into by and between the City of North Richland Hills (the “City”) and:

Name **NASSER OZZIE, dba NTX UMPIRE ASSOCIATION (NTXUA)** (“Contractor”). For purposes of this Agreement, “Instructor” includes Contractor’s umpires, employees, assistants, agents, and representatives.

The City and Contractor agree as follows:

1. **Contractor Services:** It is agreed and understood that the Contractor is acting as an independent contractor and not as an employee of the City. It is also agreed and understood that Instructors are not eligible for vacation pay, sick leave, retirement, social security, unemployment, insurance coverage or worker’s compensation coverage as a result of Instructor status with the City, its agents, servants, officials, and supervisors in the event of any accident, injury or death that may occur as a result of instruction of recreation classes. The City will make no withholding for taxes of any type from the fee agreed upon. All taxes, including applicable penalties and interest, are to be paid by the Instructor and are solely the liability of the Instructor. In the event a claim is made against the City for payment of taxes, penalties, or interest for or on behalf of Instructor, Instructor agrees to indemnify and hold harmless City for, all such claims or damages, costs and expenses, including attorney’s fees.

2. **Compensation and Fee Collection:** The fees for each softball league, kickball league or softball tournament team participating shall be set by the NRH Athletics Division. Contractor shall not accept any compensation or payment from any other sources other than the City for services conducted pursuant to this agreement except for any previously agreed upon supply fees. The City will be responsible for accepting all monies and registration for leagues, tournaments and programs unless agreed to in writing prior to the start of the first league game. Each team must be properly registered for the appropriate league. Contractor shall not allow any participant to take part in any activity unless the participant is properly registered for said activity.

Payment: Department agrees to pay Contractor \$23.00 per Instructor, per game, (if two Instructors per field) and \$20.00 per field attendant; if only one Instructor

is used the rate will be \$33.00 per Instructor, per game, fee includes contractor scheduling fee for all games that the Contractor provides Instructors. The Base fee for this Agreement is determined by the fee structure approved by the City for each type of program. Notwithstanding the foregoing, the total amount to be paid under this Agreement shall not exceed \$91,000 for the respective fiscal year. Contractor is responsible for maintaining accurate records regarding games umpired and field attendant present. City will process payment to Contractor when Contractor turns in pay sheet request.

- 3. Class/Activity Operation:** Contractor is responsible for training, certifying, scheduling, evaluating and supervising all Instructors officiating league games and tournaments in compliance with the United States Specialty Sports Contractor (USSSA) rules and regulations. Contractor is free to advertise with prior consent of City and to provide services to entities or persons other than the City. City may offer programs similar to those provided by Contractor and may use other Contractors or its own employees to conduct the same services as Contractor. Contractor is responsible for all set up and preparation of assigned areas.

Contractor is also responsible for take down and clean-up of assigned areas.

- 4. Compliance with Laws:** The Contractor will not discriminate against anyone on the basis of race, color, national origin, age, disability, creed, religion, sex, ancestry or place of birth in the provision of services to the public and will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1974, and the Americans with Disabilities Act of 1990. Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of services under this Agreement.
- 5. Policies and Procedures:** Contractor shall comply with the policies and procedures of the City, Parks and Recreation Department, USSSA, and all other Federal, State, and local laws.

Contractor acknowledges that he/she received a Contract Manual and does agree to abide by the policies and procedures. It is the financial responsibility of the Contractor to remain current on all training, certifications and liability insurance. Contractor will provide copies of said documents to the City.

- 6. Criminal Background:** The Contractor and all of his/her employees and volunteers will be subject to a criminal background check at least **every 6-12 months**. Criminal background checks will be performed by Safe Sport through the United States Specialty Sports Contractor (USSSA). If it is found that any criminal background checks are found to be unsatisfactory, the person(s) with the unsatisfactory criminal history will be removed from the program immediately. The Contractor will not have any employee or volunteer assist with any program in the Department without a criminal background clearance given by USSSA/Safe Sport or the Human Resources Department. Violation of this Provision will result

in immediate termination of this Agreement.

7. **Confidential Information.** During the term of this Agreement, Contractor may have access to and become familiar with certain confidential information. Contractor agrees that any confidential information so obtained, including without limitation, any and all documents, participant/class rosters, memoranda, correspondence, notes, specifications, and plans, policies and procedures, computer programs, software, and other proprietary data of whatever type of nature, is confidential information in the nature of a trade secret, and is the **exclusive property of the City**. Contractor covenants and agrees that he/she will not directly or indirectly, during or after termination of this Agreement, use for his/her own benefit, use to the detriment of the City, or divulge to persons other than authorized officers of the City, any confidential information of the City. Upon termination of this Agreement, all confidential information shall be left with or returned to the City. Contractor agrees that his/her obligations under this paragraph survive the expiration and/or termination of this Agreement.
8. **Absent/Late.** Instructors are expected to be present at designated Park site (or other program location as agreed) at least 10 minutes prior to the scheduled start time of each game. Contractor agrees that Instructors will not be absent or tardy except in a case of extreme and unanticipated emergency. In the event of such an emergency, Contractor must secure a substitute and notify the Athletic Program Coordinator as far in advance of the scheduled game time as possible. If Contractor has two or more incidents during a single month where a session/class is missed due to no sub being obtained, the contact is immediately terminated following the second incident.
9. **Assistant:** Contractor is responsible for hiring and paying all assistants necessary for conducting class/activity based on safe staff/participant ratio, operating practices and local, state, and federal standards, and will assume responsibility for assistant's actions. Contractor will be responsible for securing qualified substitutes and notifying City of any such change. In the event a qualified substitute cannot be secured, Contractor will be responsible for notifying the City staff as far in advance as possible of any temporary change in the normal game schedule.
10. **Program Audits and Evaluations.** Contractor agrees to allow City staff members to sit in on Contractor's games as deemed necessary by the City in order to observe and audit the program operation, to check attendance and to verify Contractor's adherence to rules, policies and procedures. Staff members who attend a games as part of their duties and responsibilities as a City employee or representative are not considered game participants for purposes of determining Contractor's compensation. Contractor may, at City's request, be required to administer a program evaluation and submit the results to the City.

11. **Termination:** Either party may terminate this Agreement at any time, for any reason, with thirty (30) days written notice, provided however; the City shall at all times have the right to immediately terminate this Agreement for cause as reasonably determined by the City. Cause will include, but is not limited to, Contractor's arrest or conviction, being charged with a felony or Class A misdemeanor, poor punctuality, poor customer service, failure or refusal to comply with the written policies or directive of the City, misconduct, or breach of this Agreement. In the event of termination, the Contractor shall receive payment based upon a pro-rated basis, for classes or lessons taught up to notice of termination, less any damages incurred by the City for default.
12. **Term:** Subject to Paragraph 11 hereof, the term of this Agreement shall be for one year beginning on April 1, 2024 and expiring on March 31, 2025 with two (2) additional options to renew for one-year each.
13. **Effective Date:** Notwithstanding Paragraph 12 above, this Agreement shall not become effective until it is approved and signed by an authorized representative of the City of North Richland Hills.
14. **Liability Waiver:** I hereby release, absolve, indemnify and hold harmless the City of North Richland Hills, the Parks and Recreation Department, its employees, activity officials, supervisors, any or all in the event of an accident, injury or death sustained by Contractor while being transported to and from activity, or while participating in any activity, from any liability of any kind whatsoever. All activities involve some physical nature and I understand and assume the risk. In the event of a serious accident or injury, I understand city officials may contact 911, provide and perform first aid, and when necessary, recommend transport to a hospital and reach a parent/guardian/emergency contact as soon as the situation allows. I do hereby give my approval for participation in any and all of the program activities. I give permission for any photographs taken during these activities to be utilized for promotional uses by the City now and in the future.
15. **INDEMNITY:** CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, TAXES, FINES, PENALTIES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR ANY PROPERTY, ARISING OUT OF, IN CONNECTIONS WITH, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, SAVE AND EXCEPT FOR LOSS OR INJURY DUE SOLELY TO THE NEGLIGENCE OF THE CITY. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF INSTRUCTOR AND CITY, THEN RESPONSIBILITY, IF ANY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY DEFENSE OF CITY OR INSTRUCTOR UNDER TEXAS LAW.

16. **Assignment:** Contractor shall not assign, subcontract or transfer any of its interests, duties or obligations in this Agreement without the written consent of the City. Any attempted assignment, subcontract or transfer of all or any part hereof shall be void.

17. **Choice of Law; Venue:** This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

18. **Force Majeure:** Neither party shall be liable for failure to perform its obligations under this Agreement and shall have the right terminate this Agreement if performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions or regulations; epidemics; pandemics; fires; strikes; lockouts; natural disasters; riots; material or labor restrictions; transportation restrictions; or other circumstances which are reasonably beyond the control of the party.

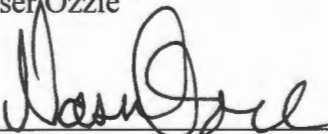
ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

CONTRACTOR NAME:

Nasser, Ozzie

By: _____
Mark Hindman, City Manager



Contractor

Date: _____

Date: 3-15-24

ATTEST:

APPROVED TO FORM
AND LEGALITY:

Alicia Richardson, City Secretary
Chief Governance Officer

Cara Leahy White
Interim City Attorney