

LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) is between the City of Clearwater Parks and Recreation (hereby known as City), P.O. Box 4748, Clearwater, Florida, 33758- 4748 and the Vendor name (hereby known as ____).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the LOU as follows:

The scope of services to be performed by vendor includes but is not limited to the following;

- A. Vendor shall assign two (2) umpires per field every night of league play (unless otherwise requested by the City). This includes the ability to communicate to scheduled umpires when weather or other circumstances require the cancellation or addition of games throughout the seasons or tournaments.
- B. Vendor shall provide training and continued education for the umpires working City league play. They will be responsible to know the specific rules the City or other Governing body (NFHS, NCAA, etc.) have put into place, along with the changing standards set forth by their respective governing sport entities.
- C. Vendor shall periodically evaluate the performance of each umpire to ensure the quality of umpiring meets the league's expectations.
- D. Vendor will advise and train the contracted umpires on proper reporting for all ejections and other disturbances occurring before, during, and after contests. Umpires may be required to submit further written/typed information on the incident upon request.
- E. Vendor agrees to follow the rainout procedure set forth by the City:
 - a. If the City notifies Vendor of rainouts at least 1-hour ahead of the scheduled game time the City is not responsible for paying any umpire fee.
 - i. The "RainoutLine" is the official notification system for any cancellations for adult athletic programming located on City property.
 - b. A "Show-up Fee" is defined as one-fourth ($\frac{1}{4}$) of the current rate rounded to the nearest half ($\frac{1}{2}$) dollar.
- F. Vendor will supply the City with invoices for services rendered in as timely fashion as possible. The last invoice(s) of a season is due within (15) business days of the end of that season.
- G. For league play, Vendor contractors will need to possess a valid and current Florida High School Athletic Association (FHSAA) certification.

City of Clearwater's Responsibilities:

- A. The City will settle invoices with Vendor on a NET30 basis.
- B. The City and Vendor will mutually agree to the umpiring service fee per game or both adult Baseball program.
- C. When requested City will provide field space for Vendor's continuing education clinics as field space is available.

Exhibit "A" Letter of Understanding

This LOU may not be modified or amended except in writing with the same degree of formality with which this LOU has been executed.

Vendor is liable for any claims arising from vehicles belonging to their independent contractors; and that they are also liable for any injuries sustained by their umpires during their course and scope of umpiring on the City's behalf; and further indemnify the City from these and all claims their independent contractors may cause. Vendor is to ensure umpires have the appropriate auto insurance including bodily injury policies.

Vendor affirms their umpires are independent contractors and will be responsible for workers compensation coverage if they are determined to be employees and therefore responsible for their workers compensation claims if they are injured in the course and scope of their duties for Vendor and the City.

City of Clearwater

James Halios
Director of Parks & Recreation
Date: _____

Vendor name

Name
Title
Date: _____