



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
CS09-261**

**1. Agenda Item Number:**

12

**2. Council Meeting Date:**

May 28, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** May 18, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community Services

**5. SUBJECT:** Extend Agreement No. CS7-964-2474 for Professional Softball Umpire Services with Southwest Umpire Association in an amount not to exceed \$57,000.00.

**6. RECOMMENDATION:** Recommend extending Agreement No. CS7-964-2474 for Professional Softball Umpire Services with Southwest Umpire Association in an amount not to exceed \$57,000.00.

**7. HISTORICAL BACKGROUND/DISCUSSION:** These services are required to operate the Men's, Men's Senior, Co-Recreational softball programs and invitational tournaments. Games are played three (3) seasons per year, 10-11 weeks per season, which could total as many as 2,256 games per year. Umpires are paid \$25 per game.

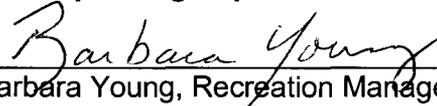
**8. EVALUATION PROCESS:** In August 2007, Council awarded a one-year agreement with three one-year optional extensions to Southwest Umpire Association for professional softball umpire services. The first one year extension expires in August 2009. Staff is satisfied with the services being provided by Southwest Umpire Services and is recommending a one-year extension. This will be the second of the three one-year optional extensions. There is no fee increase and pricing is comparable to other local municipalities.

**9. FINANCIAL IMPLICATIONS:** Funds for Professional Softball Umpire Services will be from General Fund, Other Professional Contract Services, Account No. 101.4559.0000.5219.

**10. PROPOSED MOTION:** Move to extend Agreement No. CS7-964-2474 for Professional Softball Umpire Services with Southwest Umpire Association in an amount not to exceed \$57,000.00.

**APPROVALS**

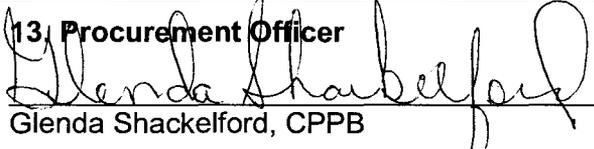
**11. Requesting Department**

  
Barbara Young, Recreation Manager

**12. Department Head**

  
Mark M. Eynatten, Community Services Director

**13. Procurement Officer**

  
Glenda Shackelford, CPPB

**14. City Manager**

  
W. Mark Pentz

**AMENDMENT NUMBER TWO  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER &  
SOUTHWEST UMPIRE ASSOCIATION FOR PROFESSIONAL SOFTBALL UMPIRE  
SERVICES  
AGREEMENT NO. CS7-964-2474**

This Amendment No. Two (2) to that certain Agreement Between the City Of Chandler (CITY) and Southwest Umpire Association (CONTRACTOR) for Professional Softball Umpire Services dated August 13, 2007, and is entered into this        day of        , 2009.

WHEREAS, the contract expires August 8, 2009.

WHEREAS, the contract has provisions to extend up to three additional terms of one year each.

NOW THEREFORE, the parties agree as follows:

1. Section 5, Term, is hereby amended to extend the contract one year beginning August 9, 2009 terminating on August 8, 2010.
2. Attached as Exhibit A to this Amendment is the "Contractor Immigration Warranty" described in Paragraph 2.4.1. of this Amendment which is to be executed by Contractor at the time of execution of this Amendment.
3. Section 2.4. Compliance with Applicable Laws of agreement is amended to add the following language.
  - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
  - 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
  - 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
  - 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

CONTRACTOR:

By: Jeffrey J. Gherard  
Title: DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

ATTEST: (If corporation)

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: CS7-964-2474</b>		
<b>Name (as listed in the contract): Southwest Umpires Association</b>		
<b>Street Name and Number: 13738 W. Peck Drive</b>		
<b>City: Litchfield Park</b>	<b>State: AZ</b>	<b>Zip Code: 85340</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

*SOUTHWEST UMPIRES Jeffrey T. Kersch*

Printed Name: JEFFREY T KERSCH

Title: DEIRECTOR

Date (month/day/year): 4-23-09