

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and Sharon Rivers, a sole proprietor, d/b/a Sharon Rivers Officiating, hereinafter referred to as the “Contractor.”

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2021-375-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Contractor for professional services to provide basketball officials for the 2021-2022 Madison Recreation League season; and

WHEREAS, the Agreement became effective on January 4, 2022, and Section 1 of said Agreement outlined the services to be provided by Consultant; and

WHEREAS, said Agreement was amended by virtue of the passage of Resolution Number 2022-70-R which Agreement became effective March 16, 2022, to include officiating services for additional adult and youth sports activities; and

WHEREAS, the City wishes to further amend the Agreement to provide officiating services for future sports seasons, as well as additional services for scorekeepers and line judges for volleyball and other sports, as specified by the Parks and Recreation Director;

NOW, THEREFORE, in consideration of the foregoing premises and the parties’ respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

A. Amendments to Agreement.

1. Section 1.A. of the Agreement is hereby amended in its entirety as follows:

A. Scope of Work: Pursuant to the provisions of this Agreement, Contractor shall provide the following services for the City:

1. Officiating Services: Contractor shall provide the appropriate number of officials for City recreational sports leagues, including but not limited to basketball, softball, and volleyball as requested by the Parks and Recreation Director. Each season’s schedule and any updates shall be mutually agreed upon by both parties.
2. Additional Services for Scorekeepers and Line Judges: Contractor agrees to provide scorekeepers and line judges as required for volleyball and other sports.
3. Acknowledgement of City and League Regulations: Contractor acknowledges that City reserves the right to prohibit the use of officials who are not performing according to the standards of the league and the standards and regulations of the City and the Parks and Recreation Department.

2. Section 2 of the Agreement entitled, Fee/Expense Structure, is hereby amended in its entirety as follows:

Contractor shall staff each game, and City shall pay Contractor as follows:

1. Volleyball: Contractor shall provide two (2) officials for each youth and adult volleyball game at the rate of **thirty-five dollars (\$35.00)** per official, per game.
2. Basketball: Contractor shall provide two (2) officials for each youth and adult basketball game at the rate of **thirty-five dollars (\$35.00)** per official, per game.
3. Softball: Contractor shall provide one (1) official for each adult softball game at the rate of **forty-five dollars (\$45.00)** per game.
4. Scorekeepers and Line Judges: Contractor shall provide two to three (2 to 3) per game depending on the sport. The fees for these services shall be **thirteen dollars (\$13.00)** per game.
5. Additional Services: Upon request from the Director of Parks and Recreation, Contractor shall provide officiating services for other games at the rate of **thirty-five dollars (\$35.00)** per official, per game.
6. Invoices & Payments: Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

3. Section 4 of the Agreement, entitled "Term," is hereby amended in its entirety as follows:

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

B. Remainder.

Unless specifically amended herein, all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

C. Effective Date.

The foregoing Amendment shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date that this Amendment comes into effect.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Amendment on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

Sharon Rivers Officiating, a sole proprietorship

By: _____
Sharon Rivers, Owner

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Sharon Rivers, whose name as Owner of Sharon Rivers Officiating, a sole proprietorship, is signed to the foregoing instrument and who is, or who has been made, known to me acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

Given under my hand this the ____ day of _____, 2024.

Notary Public