

## SPORTS OFFICIATING AGREEMENT

### South Texas College

**South Texas College**, a public institution of higher education created under Texas law ("STC"), and \_\_\_\_\_ ("Contractor") agree that the following terms and conditions will apply to the services provided under this **Sports Officiating Agreement** ("Agreement"). This Agreement shall be signed by both parties and shall be effective on the date of the last signature ("Effective Date").

<b>1.</b>	<b>ENGAGEMENT AND SERVICES</b>
1.1	STC hereby engages the Contractor for officiating services during the time periods as more fully described in <b>Attachment A</b> , which is attached hereto and incorporated herein by reference ("Services").
<b>2.</b>	<b>FEES AND EXPENSES</b>
2.1	In consideration for providing the Services, the Contractor shall receive the fees as set forth in <b>Attachment A</b> .
2.2	Unless otherwise specified in <b>Attachment A</b> , STC shall not reimburse the Contractor for any expenses or costs incurred in providing the Services.
2.3	The Contractor is not entitled to receive any compensation or payments of any kind other than the amounts listed in <b>Attachment A</b> without STC's the prior written agreement.
<b>3.</b>	<b>REPRESENTATIONS AND OBLIGATIONS OF THE CONTRACTOR</b>
3.1	The Contractor is responsible for ensuring that he/she has obtained proper medical and physical examinations and proper medical clearance, if necessary, to perform the Services.
3.2	The Contractor represents that he/she is physically able to safely undertake all assignments that the Contractor accepts. The Contractor agrees not to accept assignments that he/she is not able to perform safely. The Contractor acknowledges that officiating is physically demanding and requires the Contractor be in good health and physical condition. The Contractor agrees that by accepting any assignment from STC, he/she is representing to STC that the Contractor has the physical ability and overall health conditions to safely engage in the rigors of officiating.
3.3	The Contractor shall assume personal responsibility to ensure that he/she has appropriate and adequate personal insurance, based on the Contractor's needs, to cover any and all liability and/or medical expenses including, without limitation, all expenses associated with hospitals, physicians, therapists, ambulances and medications as well as to cover any loss of wages or income or other losses that may occur as a result of injuries or damages sustained while performing the Services under this Agreement.
3.4	The Contractor represents that he/she has a thorough understanding of the rules and procedures governing the athletic event or activity for which he/she is being contracted to officiate and has the experience, know-how, and capability to provide the Services.
3.5	The Contractor agrees to officiate impartially and solely in accordance with the official rules of play governing the game, sport or activity for which the Services are being provided.
3.6	The Contractor agrees to be present and available at the assigned game/activity site at least fifteen (15) minutes prior to the scheduled start of any game or activity.
3.7	The Contractor agrees that he/she will at no time be under the influence of alcohol or any controlled substance or intoxicating drugs while providing the Services hereunder.

3.8	The Contractor agrees that he/she will carry out the Services and will otherwise behave, while on STC premises, in a professional, respectful, courteous, and dignified manner. While on STC premises, including while performing the Services, the Contractor will not use foul or abusive language or engage in any confrontation involving physical contact directed toward players, coaches, spectators or STC students or staff.
3.9	The Contractor agrees that, at his/her expense, the Contractor shall be attired in a uniform or other clothing that is customary and otherwise appropriate for the performance of the Services.
3.10	In accordance with Texas Govt. Code §2252.901, neither the Contractor nor, if applicable, any of the Contractor's employees who shall provide any of the Services under this Agreement, were STC employees during the twelve (12) month period immediately prior to the date of execution of this Agreement.
3.11	In accordance with Texas Family Code §231.006 with respect to child support obligations, the Contractor is not ineligible to enter into, or receive the award of or payment under, this Agreement, and this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
3.12	Pursuant to Texas Govt. Code §2155.003, the Contractor has not given or offered to give, nor does the Contractor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an STC employee, a member of STC's Board of Trustees or any public servant in the State of Texas in connection with this Agreement.
3.13	The Contractor represents and warrants that the Contractor has acquired any and all licenses, certifications, and permits which are required to provide the Services.
<b>4.</b>	<b>DEFAULT AND TERMINATION</b>
4.1	STC shall pay the Contractor only for those games or events in which he/she actually provides the Services. STC has the right to deny all or a portion of the payment to the Contractor if the Contractor fails to comply with the terms, conditions and obligations contained in this Agreement.
4.2	If the Contractor is in breach of any term of this Agreement, in addition to any other remedies STC may have at law or in equity, STC has the right to terminate this Agreement immediately or, at STC's option, STC may give the Contractor written notice of the breach and a reasonable opportunity to remedy the default. In the event of termination pursuant to this section, STC may withhold any unpaid amounts otherwise due to the Contractor, which amounts may be applied by STC to indemnify it for any amounts owing by the Contractor as well as any additional costs that STC may incur to complete or cause to be completed the Services. Any amounts so withheld that are not applied toward such indemnification shall be paid to the Contractor when STC, in its sole discretion, determines that it has been adequately
4.3	Both parties have the right to terminate this Agreement without cause and for any reason, or for no reason, by giving the other party fifteen (15) days' written notice in accordance with the terms of this Agreement.
4.4	This Agreement shall not be renewed by its own terms, and any further services provided by the Contractor beyond the term of this Agreement shall require the execution of a new agreement.

4.5	Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
<b>5.</b>	<b>INDEMNITY</b>
5.1	The Contractor shall indemnify and hold harmless STC, and STC's officers, employees, trustees and directors, against any loss, liability, claim, or expense incurred by STC as a result of any third-party claim or action against STC arising from the Contractor's failure to comply with its obligations hereunder to the extent that such liability, loss, claim, or expense are caused in whole or in part by the actions of the Contractor.
<b>6.</b>	<b>RELATIONSHIP AND REFERENCE</b>
6.1	The parties are independent contractors, and neither party is the agent of the other. This Agreement does not establish a partnership, joint venture, joint enterprise, or similar relationship. The Contractor is liable for its own debts, obligations, acts, and omissions. The Contractor shall have no authority to act for or on behalf of STC or the State of Texas except as expressly provided for in the Agreement.
6.2	The Agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Agreement as a third-party beneficiary or otherwise.

6.3	The Contractor shall be responsible for the payment of any taxes due on any monies received under this Agreement, and the Contractor specifically acknowledges that he/she is not covered by workman's compensation or any other insurance policy held by STC.		
6.4	The Contractor shall not refer to STC in any future promotional material, except as a professional reference, without STC's prior written authorization.		
<b>7.</b>	<b>NOTICES</b>		
7.1	All notices must be in writing and addressed to the other party's primary contact listed in 7.2. Notices can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).		
7.2	<table border="0"> <tr> <td style="vertical-align: top;"><b>Contractor:</b> Name: Address:  Tel: Email:</td> <td style="vertical-align: top;"><b>STC:</b> South Texas College Attn. Elibariki Nguma (Eli) Director, Student Activities and Wellness 3201 W. Pecan Blvd. McAllen, TX 78501 956.872.2515 bariki@southtexascollege.edu</td> </tr> </table>	<b>Contractor:</b> Name: Address:  Tel: Email:	<b>STC:</b> South Texas College Attn. Elibariki Nguma (Eli) Director, Student Activities and Wellness 3201 W. Pecan Blvd. McAllen, TX 78501 956.872.2515 bariki@southtexascollege.edu
<b>Contractor:</b> Name: Address:  Tel: Email:	<b>STC:</b> South Texas College Attn. Elibariki Nguma (Eli) Director, Student Activities and Wellness 3201 W. Pecan Blvd. McAllen, TX 78501 956.872.2515 bariki@southtexascollege.edu		
7.3	Notwithstanding any provision of this Section 7, the Contractor and STC may communicate via telephone or text messaging, at the numbers listed above, concerning such matters as scheduling of games and events, cancellations, additions and other modifications affecting the performance of the Services.		
<b>8.</b>	<b>AMENDMENT AND ASSIGNMENT</b>		

8.1	The Agreement, and each of its provisions, shall inure to the benefit of, be binding upon, and be enforceable against each party hereto and their respective permitted successors, assigns, transferees and delegates and, unless otherwise expressly provided for herein, shall not be subsequently waived, amended, modified or altered except by mutual written agreement signed by STC's authorized agent.
8.2	Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to do so shall be a breach of this Agreement and shall be void.
<b>9.</b>	<b>ENTIRE AGREEMENT</b>
9.1	This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Any terms or conditions contained in a quote, purchase order, invoice, order confirmation, or other similar document related to this Agreement are void.
9.2	If a court of competent jurisdiction finds any provision of the Agreement illegal, unenforceable or beyond the contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
9.3	Any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
<b>10.</b>	<b>GOVERNING LAW AND JURISDICTION</b>
10.1	To the extent Texas Govt. Code Chapter 2260 is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General, must be used by the parties to attempt to resolve any claim for breach of contract made by the Contractor that cannot be resolved in the ordinary course of business. STC's Vice President for Finance & Administrative Services will examine the Contractor's claim and any counterclaim and negotiate with the Contractor in an effort to resolve such claims. The parties specifically agree that: (i) neither the execution of this Agreement nor any other conduct, action or inaction of any STC representative relating to the Agreement constitutes or is intended to constitute a waiver of STC's or the state's sovereign immunity to suit; and (ii) STC has not waived its right to seek redress in the courts.
10.2	ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY TEXAS LAW AND, SUBJECT TO THE PROVISIONS OF <i>TEXAS GOVT. CODE CHAPTER 2260</i> , WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF HIDALGO COUNTY, TEXAS; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
10.3	Nothing in this Agreement shall constitute or be construed as a waiver of STC's or the State's sovereign immunity or as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
<b>11.</b>	<b>COUNTERPARTS AND SURVIVAL</b>

11.1	The parties may execute this Agreement using electronic signatures, electronic copies, and in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement.
11.2	The terms and conditions of the Agreement that by their nature require performance by either party after the termination of this Agreement, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, and governing law, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this Agreement, shall be and remain enforceable after such termination of this Agreement for any reason whatsoever.
11.3	The failure of a party to require performance by another party under the Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.
<b>12.</b>	<b>ACKNOWLEDGEMENTS</b>
12.1	The Contractor acknowledges that pursuant to <i>Texas Local Govt. Code</i> Chapter 176, all vendors who contract or seek to contract with a "local governmental entity" such as STC may be required to complete a conflict of interest questionnaire ("CIQ") if such vendor has a relationship with an officer of STC who is considered a "local government officer" or with a family member of such officer. If completion of a CIQ is required as of the Effective Date or at any time during the term of this Agreement, the Contractor shall file the CIQ with STC's Vice President of Finance & Administrative Services. At <a href="https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf">https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf</a> , the Contractor can find the official CIQ form along with a list of STC officers who are defined by Chapter 176 as "local government officers."  <b>Contractor's Initials: _____</b>
12.2	The Contractor acknowledges that pursuant to <i>Texas Education Code</i> §44.034, a person or business entity, <b>excluding</b> publicly-traded companies and certain vendors of library goods and services, that does business with STC, must notify STC if such person, or an owner or operator of such business entity, has ever been convicted of a felony, and must include in the notification a general description of the conduct that resulted in the felony conviction. At <a href="https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf">https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf</a> , the Contractor can find a Criminal History Disclosure Form ("CHDF") that may be used for this purpose. If the Contractor is required to submit a CHDF pursuant to § 44.034 as of the Effective Date or at any time during the term of this Agreement, the Contractor must send the CHDF to STC's Vice President of Finance & Administrative Services with a copy to the Director of Purchasing.  <b>Contractor's Initials: _____</b>
12.3	The Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office under Texas Education Code §51.9335(c) to conduct an audit or investigation in connection with those funds. The Contractor agrees to cooperate in the conduct of the audit or investigation.
12.4	The Contractor represents and warrants that: (a) the Contractor does not, and will not for the duration of this Agreement, boycott energy companies or have a practice, policy, guidance, or

	directive that discriminates against a firearm entity or firearm trade association, or (b) these verifications required by Texas Govt. Code Chapter 2274 do not apply to this Agreement. If circumstances relevant to this representation change during the course of the Agreement, the Contractor shall promptly notify STC.
12.5	Under Texas Govt. Code §§ 2155.006 & 2155.0061 dealing with the misuse of disaster relief funds and prohibitions on human trafficking respectively, the Contractor is not ineligible to receive or enter into this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
12.6	The Contractor represents and warrants that the provision of goods and services or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
12.7	The Contractor certifies that it and, if applicable, its principals are not suspended or debarred from doing business with the state or federal government as listed on the <i>State of Texas Debarred Vendor List</i> maintained by the Texas Comptroller of Public Accounts and the <i>System for Award Management (SAM)</i> maintained by the General Services Administration.
12.8	Performance by STC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature ("Legislature"). If the Legislature fails to appropriate or allot the necessary funds, STC may provide written notice to the Contractor and terminate this Agreement without further duty or obligation. The Contractor acknowledges that appropriation of funds is beyond STC's control.
12.9	If the Contractor is a taxable entity subject to the Texas Franchise Tax (Texas Tax Code Chapter 171), the Contractor certifies that the Contractor is not currently delinquent in the payment of any taxes due under Chapter 171 or that the Contractor is not subject to those taxes.
12.10	The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date stated above.

**CONTRACTOR**

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

Name:	
Date:	

**SOUTH TEXAS COLLEGE (STC)**

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

Name:	*Dr. Ricardo J. Solis
Title:	President
Date:	

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

Name:	Elibariki Nguma (Eli)
Title:	Director, Student Activities and Wellness
Date:	

**Notice: STC policy prohibits contracting with a current employee or with a former employee unless the Effective Date of this Agreement is 12 months or more after the date of termination of employment. Any Agreement in violation of this policy shall be void.**

**\*If the total amount to be paid is over \$1,000.00, the STC President must sign the Agreement to be binding on STC.**

## Attachment A

<b>COMMENCEMENT DATE:</b>	<b>TERMINATION DATE:</b>
<b>Description of the services including the identification of the sporting event(s) or activity(ies):</b>  If more space is needed, please attach additional page(s)	
<b>Officiating Fees:</b>	<b>Flat Fee Per Game: Full \$ _____</b> <b>Partial \$ _____</b>  <b>Number of Games: Full _____</b> <b>Partial _____</b>  <b>Total Estimated Officiating Fees: \$ _____</b>
<b>Description of Expenses (if applicable):</b>	_____ _____
<b>Payment Terms:</b> Unless otherwise indicated by STC, at the end of an athletic season or activity ( <i>e.g.</i> , the end of the soccer season), the Contractor shall sign a Services Rendered Form (SRF) prepared by STC. Payment to the Contractor will be made no more than 30 days following the date on which the Contractor signs the SRF. Note: In order to process the SRF and the payment, the Contractor must provide or have on file with STC, a current IRS form W-9.	

**Contractor's Initials:** \_\_\_\_\_