



## AGREEMENT TO PROVIDE OFFICIAL SERVICES FOR YOUTH AND ADULT BASKETBALL

THIS AGREEMENT made and entered into this November 8, 2022, by and between the CITY OF PLACERVILLE, hereinafter referred to as CITY, and SIERRA WEST OFFICIALS' ASSOCIATION, hereinafter referred to as CONTRACTOR.

### WITNESSETH

WHEREAS the parties hereto desire to contract for the furnishing of officiating services for the City of Placerville Recreation and Parks Department's **Youth and Adult Basketball Leagues** as more particularly described in Appendix A hereto.

NOW THEREFORE, in consideration of mutual covenants and agreements between the parties hereto, it is agreed as follows:

1. Performance of Service

The CONTRACTOR agrees to perform services in accordance with the attached Appendix A at the compensation set forth in Appendix A.

2. Payment Cycle

In consideration for the services rendered, the CITY agrees to pay on a bi-monthly basis as per billing from CONTRACTOR. The amounts to be paid to the CONTRACTOR under the terms of this agreement will be those amounts stipulated in Appendix A hereto, unless otherwise specified by the modification to the contract. An invoice must be submitted by the CONTRACTOR to the CITY prior to any processing of payment. CITY will make full payment to CONTRACTOR within (4) weeks of receiving invoice.

3. Employer-Employee Relationship

CONTRACTOR and any and all agents and/or employees of CONTRACTOR shall perform services required pursuant to this Agreement as an Independent CONTRACTOR and not as an officer, employee or agent of the CITY. Payments to CONTRACTOR will be reported to state and federal tax authorities as required by law and the CITY will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for payment of all applicable taxes. CONTRACTOR shall be liable for CONTRACTOR'S own actions, omissions and errors, including CONTRACTOR'S negligence or gross negligence and shall be liable for acts, omissions or errors of CONTRACTOR'S agents or employees. CONTRACTOR understands and acknowledges that as an Independent CONTRACTOR, CITY shall not be required to and will not maintain Workers Compensation insurance coverage or any other type of insurance coverage for CONTRACTOR or any other agent or employee of CONTRACTOR.

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4. Indemnification

CONTRACTOR will indemnify and hold harmless the CITY, its City Council, officers, agents and employees from and against all claims, damages, losses, demands, liability, costs and expenses including attorney fees arising out of or resulting from CONTRACTOR specified services. CONTRACTOR, at its own expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against CITY, the Council members of its City Council, its officers, agents, employees, or any such claimed damages, losses, demands, liabilities, costs or expenses. CONTRACTOR shall not be obligated to CITY hereunder to the extent that such injury, harm or damage is caused by CITY, its City Council, officers, agents or employees.

5. Licenses, Taxes, Permits and Fees

The CONTRACTOR is fully cognizant that this contract is a contract for services and that an employer-employee relationship does not exist between the CONTRACTOR and the CITY. Therefore, it is the CONTRACTOR'S responsibility to obtain, at its own expense, all licenses and permits, and to pay such taxes and fees as may be required of the CONTRACTOR by federal, state and local governments in the execution of the terms of this contract.

6. Insurance

CONTRACTOR shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

Prior to any performance under this agreement by CONTRACTOR, CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing general liability insurance of not less than one million dollars (\$ 1,000,000) aggregate and endorsement form 2026. CITY shall be named as additional insured with a provision providing CITY with not less than thirty (30) days prior written notice of policy cancellation.

CONTRACTOR shall provide Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California on its employees if any. The policy shall include a written waiver of the insurer's right to subrogate against CITY, its elective and appointive council members, boards, commissions, officers, agents and employees.

7. Term of Agreement

The term of this agreement shall be from January 1, 2023 to December 31, 2023. Thereafter, this agreement will automatically renew for successive one-year terms for a period of two (2) years beginning January 1 of each year, unless either party notifies the other in writing prior to May 1 each year of its intent not to renew.

8. Termination of Agreement

A. In the event that CONTRACTOR fails to meet the terms and conditions set forth in this Agreement, CITY may, in its sole discretion, terminate this Agreement by providing

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CONTRACTOR with fifteen (15) days written notice of the breach and a demand to cure the breach, which if such breach is not cured within fifteen (15) days of receipt of said written

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notice, to CITY'S satisfaction which shall not be unreasonably withheld, shall result in termination of this Agreement.

B. Either party may terminate this Agreement, as a matter of convenience, upon thirty (30) days written notice to the non-terminating party.

9. Modification

This Agreement may be modified by mutual consent and in writing only, and will be attached as additional Appendices.

10. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

A. CITY: Attention: Recreation Superintendent  
City of Placerville  
549 Main Street  
Placerville, CA 95667

B. Contractor: Robert Godwin  
Sierra West Officials Association  
3284 Kimberly Road  
Cameron Park, CA 95682

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

**CITY OF PLACERVILLE**

**CONTRACTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX A****SCHEDULE OF SERVICES  
AND COMPENSATION**

1. **CONTRACTOR shall furnish officiating services associated with the CITY OF PLACERVILLE Youth and Adult Basketball Leagues.**

Such officiating shall be the result of the mutual agreement between the CITY and the CONTRACTOR concerning games, schedules, postponements, etc. The CONTRACTOR agrees to provide officiating services in a professional manner. CONTRACTOR must ensure that all prospective Officials are qualified and certified prior to assignment of any game.

2. Times and locations for services shall be provided by the City.
3. Scheduled Officials will arrive fifteen (15) minutes prior to game time.
4. The CONTRACTOR shall provide Officials training and certification. CONTRACTOR agrees that all assigned referees will receive a minimum of five (5) hours per year of training, prior to the start of each season. CONTRACTOR shall conduct a written evaluation of each official. Each evaluation shall be made available to the CITY upon request.
5. Contractor agrees that all officials shall wear clothing suitable for providing officiating services. All basketball officials must match and shall wear black shorts or black slacks; black and white stripes or gray shirt; black socks, black shoes, and must use a fox 40 whistle. Such clothing shall be kept neat and clean at all times and be consistent with association uniform requirements.
6. If a game begins and the game is canceled for any reason, the CONTRACTOR will be paid for that game regardless of how long the game has been played. If a game is canceled prior to the game starting, other than the first assigned game, no pay will be rendered for that assignment. If the CONTRACTOR is notified that an assignment has been cancelled 12 hours in advance, no compensation shall be paid to the CONTRACTOR. If cancellation takes place in less than 12 hours' notice officials will be compensated for the 1<sup>st</sup> game.
7. In the event of a flagrant incident and/or a player, coach, spectator is ejected from a game; the official must file a written report by the conclusion of the scheduled assignment with the sight supervisor and notify the assigner within 24 hours of the incident.

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8. CONTRACTOR at his own expense shall supply and maintain any and all equipment necessary to perform officiating services, such as, meetings, phone calls, mailers, checks, etc.
9. Officials will be knowledgeable and are to enforce league rules and governing body rules pertaining to the CITY.

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10. At no time shall any official work an officially forfeited game.
11. All officials will conduct a meeting with both coaches (5) five minutes prior to the scheduled time of each game, at which time City and governing rules will be specifically reviewed.
12. Officials provided for the adult leagues shall be 18 years or older. Officials provided for the youth leagues shall be at least 15 years old but shall be subject to the approval of City.
13. City must notify Contractor of all late or missed assignments within three days of infraction.
14. If an official works an assignment alone, he/she will be compensated at the same per game rate listed below. There is no additional rate for working a game alone.
15. The CITY will endeavor to provide a safe, suitable playing court free of obstructions, hazards or barriers that prevent safe play. Upon verbal or written notification by the CONTRACTOR of an unsafe court condition, potential hazard or practice to the CITY, the CITY will address and correct the identified occurrence prior to the continuation of league play or identify a suitable alternative agreed upon by both parties within a specified time frame.

### **COMPENSATION FOR SERVICES - FEE SCHEDULE**

All League Games will be billed by CONTRACTOR at a per game rate at the following rates:

#### **YOUTH BASKETBALL**

Grades K – 2<sup>nd</sup>

One (1) Official per game will be \$31.00 per game per Official.

Grades 3<sup>rd</sup> – 8<sup>th</sup>

Two (2) Officials per game will be \$31.00 per game per Official.

#### **ADULT BASKETBALL**

Two (2) Officials per game will be \$31.00 per game per Official.

One Game Assignment

Two (2) Officials per game will be \$36.00 per game per Official.