Agreement for Officiating Services

This agreement is entered into on this 27th day of February, 2018 by and between the City of Reedley, a City Government Agency hereinafter referred to as "CITY" and California Sports Officiating Association, hereinafter referred to as "CSOA" with the positions of: Officiating for the 2018 Adult Basketball League. Per scheduled use of the Grant Middle School Gym facility in Reedley for the following dates March 11-June 1, 2018.

CSOA Mission Statement:

The mission of California Sports Officiating Association is to provide a professional service to our schools' athletic programs and leagues, and especially the athletes that are participate in those sports. CSOA is committed to ensuring the safety of your athletes by enforcing and monitoring the rules of the game. It is our hope and desire to have every athlete leave the field with a heightened level of self-esteem and pride for the event they just experienced.

CSOA Goals and Objectives are:

1. Professionalism demonstrated by our officials and staff.
2. Respect shown to coaches, league officials, and athletes.
3. An open channel of communication to address any potential problems relating to our officials, coaches, game situations.
4. A contact person who is accessible and available to address the aforementioned problems or situations as needed.
5. CSOA strongly believes that listening is an integral part of any business relationship and conflict resolution.
6. Keep games under control-not to control game.

OBLIGATIONS OF CSOA

1. Registration, training, and Assigning of Basketball Officials.
2. Payment to Officials for assignments worked.
3. Provide two CIF Officials for each game that will officiate the game by the rules outlined by the City Of Reedley and for rules that are not specifically defined, the current NFHS Basketball rules will be used.
4. Notify CITY in case of absence and if necessary, make-up missed games/activities.
5. Officials must be at scheduled game prior to game time and ready to start at scheduled game time.
6. Invoice the CITY ½ the cost preseason and ½ the cost midseason.
7. Enforce all rules provided by the CITY.
8. Contact the CITY within 24 hours of any player ejection.
9. Maintain a valid City of Reedley Business License for the duration of this Agreement.

OBLIGATIONS OF THE CITY

1. CITY will provide at least one league representative for the entire time of the game. This is to ensure officials' safety and to address any potential problems or situations involving players, coaches, or spectators. CSOA officials are here to officiate athletic events – not to mediate situations pertaining to others.
2. CITY will schedule games, set team fees and establish rules and regulations for season play that are different from the current NFHS Basketball Rule Book.
3. CITY will reserve facility for games and be the main point of contact with the facility owner.

TERM

This Agreement shall begin on February 27, 2017 and expire on June 1, 2018. This agreement may be extended for an additional 2 years with a mutually agreement from both parties. The parties may mutually agree to modify the terms and conditions of this Agreement at any time during the initial term or extended terms of this Agreement with a 30 day written notice to all other parties.

INDEMNIFICATION

CSOA shall hold harmless, defend and indemnify CITY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CSOA performance of work hereunder, or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY.

CSOA MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** All officials shall have an active auto insurance policy in the State of California.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if CSOA provides written verification it has no employees)

If the CSOA maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The **City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CSOA; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSOA including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CSOA's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CSOA's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the CSOA's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City**.

Waiver of Subrogation

CSOA hereby grants to City a waiver of any right to subrogation which any insurer of said CSOA may acquire against the City by virtue of the payment of any loss under such insurance. CSOA agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CSOA to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date,

the CSOA must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

CSOA shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CSOA's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

CSOA shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Breakdown of CSOA fees:

Administration Fee:	19% per game assigned. Percentage subject to change once the final game schedule is available. Any changes to the percentage must be agreed upon by both parties.
Officials Fee:	$33.00 per game per official with two officials per game.
Game Fee/Invoice:	Payment will be processed in two installments within 15 days of receiving invoice. One payment preseason for half the amount and the second payment mid-season for the remaining balance. Should a game be canceled prior to 1 hour before game time, those game fees will be refunded.

TERMINATION

1. Any party may terminate this Agreement for cause at any time on 30 days written notice to all other parties. In terminating the Agreement "for cause", the party exercising its rights under provision shall provide detailed, written notice of those events, facts, or actions of the other parties which violated the terms of this Agreement and which constitute "cause" for termination.

2. If CSOA becomes unavailable to perform its duties hereunder, the City may terminate this agreement immediately.

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3.   Upon receipt of notice of termination, neither party shall incur additional obligations under the provisions of this Agreement without the prior written consent of the other.

NOTICES

All notices and other communication required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

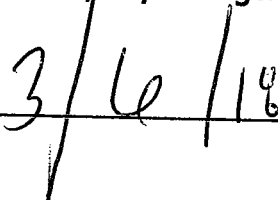CITY: Community Services Superintendent
            Sarah Reid
            Sarah.reid@reedley.ca.gov
            (559) 637-4203

CSOA: CSOA President/CEO
            Joe Kitchen
            joe.kitchen@sbcglobal.net
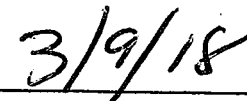   (559) 301-1767

Accepted by:

_____
Nicole Zieba, City Manager

_____
Date 3/6/14

_____
Joe Kitchen, CSOA President/CEO

_____
Date 3/9/18

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REEDLEY CITY COUNCIL

☒ Consent
☐ Regular Item
☐ Workshop
☐ Closed Session
☐ Public Hearing

ITEM NO: _____

DATE: February 27, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT FOR OFFICIATING SERVICES WITH CALIFORNIA SPORTS OFFICIATING ASSOCIATION FOR THE CITY OF REEDLEY ADULT BASKETBALL PROGRAM.

BY: Ruben Castaneda, Jr., Community Services Recreation Coordinator

SUBMITTED: Sarah Reid, Community Services Interim Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION
Approve and authorize the City Manager to sign an Agreement for Officiating Services with California Sports Officiating Association for the City of Reedley Adult Basketball Program.

BACKGROUND
In 2015 the City of Reedley entered into an agreement with California Sports Officiating Association for a one year agreement with an option of two additional one year extensions. Staff continues to be satisfied with California Sports Officiating Association's service and would like to enter into another one year agreement with an option of two additional one year extensions.

California Sports Officiating Association will provide two certified officials for each game.

FISCAL IMPACT
Funds have been appropriated in the 2017-2018 budget. No additional funds are being requested for this agreement.

ATTACHMENTS
1.   Agreement for Officiating Services

Motion:_____
Second:_____