

City Manager's Report
<Date> City Council Meeting
Prepared by: Steve Youel
Item #: 9.4



Subject: Adopt a Resolution authorizing the Community Services Director to execute an agreement between the City of Placerville and Gold Country Officials Association to provide officiating services for the 2012 Youth and Adult Basketball Leagues conducted by the City. (Agreement attached)

Discussion: Over the past several years, the City has contracted with the Gold Country Officials to provide Youth and Adult Basketball officiating services. The City's existing contract with Gold Country Officials Association ends on December 31, 2011. The contract was for a period of one (1) year. The Gold Country Officials Association recruits, trains, and schedules officials for City sponsored Youth and Adult Basketball Programs. The City pays the Association on a per-game basis.

Staff is committed to working closely with the Gold Country Officials Association to provide the best possible service to our participants. The Association is confident that they have the number of personnel necessary to provide qualified officials for our Youth and Adult Basketball Leagues during the 2012 calendar year.

The content of the proposed contract is similar to the 2011 agreement. Language regarding the term of the agreement has changed:

The current Term of Agreement language states the following:

This Agreement shall commence on January 1, 2011, and will carry forward in full force and effect until and through December 31, 2011, unless terminated by either party in accordance with the provisions set forth in paragraph 9 below. The Agreement may be extended upon approval in writing from both parties.

The proposed language is as follows:

The term of this agreement shall be from January 1, 2012 to December 31, 2012. Thereafter, this agreement will automatically renew for successive one-year terms beginning January 1 of each year, unless either party notifies the other in writing prior to September 1 each year of its intent not to renew.

The proposed contract is for one (1) year (January 1, 2012 through December 31, 2012), and contains a 30-day termination clause, should the need arise. The per-game rates charged by the Association will remain the same with no rate increase throughout the term of the agreement.

Cost: According to a 2011 survey of Recreation Departments in the surrounding area, the proposed agreement places the City of Placerville in the low to middle range for comparable services in comparison with other agencies. The following table identifies current rate schedules from other Associations in our surrounding area.

TABLE 2: 2011 Rate Schedule Comparisons

AGENCY	YOUTH GAME RATE PER OFFICIAL	ADULT GAME RATE PER OFFICIAL
City of Placerville (GCO) Proposed (2012)	\$17.00 5 th – 8 th Grade \$14.50 3 rd – 4 th Grade \$10.00 K – 2 nd Grade	\$23.00
City of Placerville (GCO) Current	\$17.00 5 th – 8 th Grade \$14.50 3 rd – 4 th Grade \$10.00 K – 2 nd Grade	\$23.00
El Dorado Hills (FOA)	\$20.00	\$25.00
Cameron Park (GCO)	\$14.50	\$23.00
Auburn (MOA)	\$23.00	\$26.00
Folsom	\$21.50 plus \$250 per month Assigner Fee	\$21.50 plus \$250 per month Assigner Fee

Budget Impact: The costs associated with this agreement were anticipated as part of the 2011-2012 operating budget for Youth and Adult Sports. There is no additional fiscal impact associated with this recommendation.

Recommendation: That the City Council adopt a Resolution authorizing the Community Services Director to execute an agreement between the City of Placerville and Gold Country Officials Association to provide officiating services for the 2012 Youth and Adult Basketball Leagues conducted by the City. (Agreement attached)



 M. Cleve Morris, City Manager



 Steve Youel, Director of Community Services

RESOLUTION NO _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACERVILLE,
APPROVING AN AGREEMENT FOR OFFICIATING SERVICES FOR YOUTH
AND ADULT BASKETBALL PROGRAMS CONDUCTED BY THE CITY**

WHEREAS, the Community Services Department desires to obtain officiating services for Youth and Adult Basketball programs conducted by the City; and

WHEREAS, Gold Country Officials Association, herein referred to as contractor, has submitted a responsible proposal that meets terms, requirements and conditions of the desired service; and

WHEREAS, the City has determined that the provision of such services provided by the contractor are in the public's best interest, and are more economically and feasibly preformed by an officials association.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placerville authorize the Director of Community Services to execute an agreement between the City of Placerville and Gold Country Officials Association to provide officiating services for Youth and Adult Basketball Leagues conducted by the City.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on October 25, 2011 by Councilmember _____ who moved its adoption. The motion was seconded by Councilmember _____. The motion was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Pro Tem, Mark A. Acuna

Attest:

Susan Zito, MMC, City Clerk



AGREEMENT TO PROVIDE OFFICIAL SERVICES FOR YOUTH AND ADULT BASKETBALL

THIS AGREEMENT made and entered into this _____ by and between the CITY OF PLACERVILLE, hereinafter referred to as CITY, and GOLD COUNTRY 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.

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

Prior to any performance under this agreement by CONTRACTOR, CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing general liability insurance of no less than one million dollars (\$ 1,000,000) aggregate. CITY shall be named as additional insured with a provision providing CITY with not less than ten (10) days prior written notice of policy cancellation.

7. Term of Agreement

The term of this agreement shall be from January 1, 2012 to December 31, 2012. Thereafter, this agreement will automatically renew for successive one-year terms beginning January 1 of each year, unless either party notifies the other in writing prior to September 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 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 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: Al Pitetti
Gold Country Officials Association
6226 Lambert Ln.
El Dorado, CA 95623

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

GOLD COUNTRY OFFICIALS

BY: _____

BY:  _____

DATE: _____

DATE: 10-3-2011 _____

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 insure 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 shall wear black slacks, black and white striped shirt, black socks, black belt, black shoes, and bring a 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 2 hours in advance, no compensation shall be paid to the CONTRACTOR.
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.
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.

10. At no time shall any official work an officially forfeited game.
11. All officials will conduct a meeting with both managers (5) five minutes prior to the scheduled time of each game, at which time City and governing rules will be specifically reviewed.
12. Any official between the ages of 15 to 17 years of age may only officiate games up through eighth grade.
13. City must notify Contractor of all late or missed assignments within three days of infraction.
14. If an official is late to an assignment, CONTRACTOR will deduct \$12.00 from said invoice.
15. In the event a basketball or official misses an assignment, CONTRACTOR will deduct the following amounts from said invoice:
 - a. \$15 for the first game of assignment.
 - b. \$30 for multiple games on the same assignment
16. If an official works an assignment alone, he/she will be compensated at the same per game rate listed below. There is not additional rate for working a game alone.
17. 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 1st – 2nd

One (1) Officials per game will be \$10.00 per game per Official.

Youth Basketball Grades 3rd – 4th

Two (2) Officials per game will be \$14.50 per game per Official.

Youth Basketball Grades 5th – 8th

Two (2) Officials per game will be \$17.00 per game per Official.

Adult Basketball

Two (2) Officials per game will be \$23 per game per Official.