

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made and entered into this 1st day of August, 2022 by and between Bay Island Officials Association, ("Contractor"), whose address is 3601 Virden Ave, Oakland, CA 94619, and telephone number is (510) 366-0502, and the City of Pleasanton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services to be performed. The work will consist of adult and youth basketball league refereeing services.

Contractor shall begin work by August 1, 2022 and complete by June 30, 2025. After this date, the City has the right to extend the Agreement annually, not exceeding June 30, 2027.

2. Compensation. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made upon receipt and approval of Contractor's invoice. Total compensation for services and reimbursement for costs shall not exceed \$103,000 for fiscal year 2022/23, \$105,000 for fiscal year 2023/24, and \$108,000 for fiscal year 2024/25.

- a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.
- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

3. Method of Payment. Payment shall occur upon completion of work, acceptance by City staff, and submission by Contractor of a request for payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.

4. Indemnification. Contractor shall hold harmless, defend, and indemnify the City, its officers, and employees, against any and all claims, costs, demands, causes of action, lawsuits, losses, expenses or liability, including attorneys' fees, arising from or the alleged acts or omissions of Contractor, its subcontractors, or agents, or anything arising from this Agreement.

5. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. General Liability and Bodily Injury Insurance. A commercial general liability insurance for at least \$2,000,000 combined limit for bodily injury and property damage and provide that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss covered thereunder.

b. Automobile Liability Insurance. Automobile liability insurance in an amount not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Contractor's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder, including waiver of subrogation.

d. Certificate of Insurance. Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

6. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

7. Warranty Against Defects. Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, Contractor shall be solely responsible for the correction of those defects.

8. Labor Code/Prevailing Wages. The work performed under this Agreement is a "public work" and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / work completed when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S.

federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Gerry Beaudin, City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

[If Consultant is a corporation, signature must comply with California Corporation Code §313]

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

By: _____
Signature

Daniel G. Sodergren, City Attorney

Print name

Title: _____

EXHIBIT A
SCOPE OF WORK

Association agrees to diligently and faithfully furnish services to the City of Pleasanton, commencing August 1, 2022, and terminating June 30, 2025. Said services to be as follows:

1. To provide, select, train, and schedule officials for youth and adult basketball games, leagues, and tournaments in accordance with game and tournament schedules determined by the City of Pleasanton Library and Recreation Department.
2. All comment forms submitted to the Association concerning the performance of an official shall be handled in a professional and timely manner by an appointed member of the Association. After review, the Association must report to the Recreation Supervisor regarding any proposed course of action.
3. The Association will ensure officials arrive to their game assignment and notify City staff of their attendance fifteen (15) minutes prior to start of their games.
4. The Association will ensure officials are prepared with a complete uniform (athletic shoes, black shorts or black athletic sport pants, official uniform, and a whistle), prepared and at the respective court to officiate no less than five (5) minutes prior to game time.
5. If official(s) are not on the designated court and are not equipped to work by the advertised game time posted by the City’s Recreation Supervisor, the City shall not be billed for the official who was deemed late or not prepared.
6. In the event of game cancellations, if the City is able to notify the Association of the game cancellation(s) no later than noon (12:00PM) the day of the scheduled game(s), the City will not be charged for the official(s).
7. Officials are to be evaluated once per season by a member of the Bay Island Board of Directors. A report of the evaluation must be submitted to the Recreation Supervisor at the conclusion of each season.
8. In the event of a player, team, or spectator misbehavior (i.e. fights, verbal confrontation, ejection, game cancellation/forfeiture due to unsportsmanlike conduct, etc.), the official must submit a written report summarizing the incident within 24 hours and submit it to the City’s Recreation Supervisor.
9. The City desires a two referee structure per game. In the event the Association is only able to provide one referee due to illness or other unforeseen circumstances, the per game compensation will be prorated as reflected in the table below.

COMPENSATION

It is understood and agreed that payment by City to Association for the herein designated services shall be at the rates set forth immediately below:

Fees (Per Game)	FY 2022/23	FY 2023/24	FY 2024/25
One Referee	\$34.00	\$35.00	\$36.00
Two Referees	\$68.00	\$70.00	\$72.00

It is understood and agreed that in no event shall the total amount to be paid by the City for all services to be rendered by Association's members exceed \$103,000 for fiscal year 2022/2023, \$105,000 for fiscal year 2023/2024, and \$108,000 for fiscal year 2024/2025.