

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-2133
Introduction Date	10/24/2018
Enactment Number	18-1634
Enactment Date	10/24/18 os



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Andrea Bustamante, Executive Director, Community School Student Services  
Sonjha Phillips, Commissioner, Oakland Athletic League

**Board Meeting Date** October 24, 2018

**Subject** Award of Bid and Contract for Youth Sports Officials  
Contractor: Mid-County Officials Network  
Services For: Youth Sports Officials

**Action Requested and Recommendation** Adoption by the Board of Education of Resolution No. 1819-0112 and Award of Bid and Approval of Contract for Youth Sports Officials to Mid-County Officials Network, for the latter to provide officiating and referee services to middle school and high school, for the period of October 25, 2018 through June 30, 2020 in an amount not to exceed \$175,000 per fiscal year.

**Background**  
*(Why do we need these services? Why have you selected this vendor?)*

The District operates several sports within the Oakland Athletic League, which require certified, licensed officials and/or referees. The Oakland Athletic League issued the attached Request for Proposals for Youth Sports Officials on August 24, 2018. Oakland Athletic League selected the lowest, responsive, responsible bidder, Mid-County Officials Network.

**Competitively Bid** Was this contract competitively bid? Yes.  
If no, exception:

**Fiscal Impact** Funding resource(s): Amount not to exceed \$175,000 per fiscal year

**Attachments**

- Resolution 1819-0112
- Contract for Youth Sports Officials
- RFP for Youth Sports Officials

RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
NO.1819-0112  
**YOUTH SPORTS OFFICIALS**

**WHEREAS**, the Oakland Unified School District (“District”) has a need to contract for sports officials and referring for middle schools and high schools; and

**WHEREAS**, the Board of Education (“Board”) of the Oakland Unified School District of Alameda County, via the Superintendent of Schools, heretofore authorizes the Oakland Athletic League to advertise for Request for Proposals for Youth Sports Officials to be delivered to designated sites within said District; and

**WHEREAS**, the Oakland Athletic League and Legal Department have written the Contract for Youth Sports Officials and the Vendor has agreed to and signed said Contract; and

**NOW, THEREFORE, BE IT RESOLVED**, the Board hereby accepts the recommendation of staff, and does approve the Contract for Youth Sports Officials with Mid-County Officials Network, Walnut Creek, CA, as the lowest, responsive, responsible bidder, in the amount not to exceed \$175,000 per fiscal year, for two years, commencing October 25, 2018.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District at Oakland, California on October 24, 2018 by the following vote:

PREFERENTIAL AYE:	None
PREFERENTIAL NOE:	None
PREFERENTIAL ABSTENTION:	None
PREFERENTIAL RECUSE:	None
AYES:	Jody London, Nina Senn, James Harris, Roseann Torres, Shanthi Gonzales, Vice President Jumoke Hinton Hodge, President Aimee Eng
NOES:	None
ABSTAINED:	None
RECUSE:	None
ABSENT:	Student Director Chavez, Student Director Omosowho

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on October 24, 2018.


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**OAKLAND UNIFIED SCHOOL DISTRICT**



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Aimee Eng  
President, Board of Education



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Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSAL – YOUTH SPORTS OFFICIALS  
OAKLAND ATHLETIC LEAGUE**

**AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND MID-COUNTY OFFICIALS NETWORK**

THIS AGREEMENT for youth sports officiating is made by and between the Oakland Unified School District (“District”) and Mid-County Officials Network (“Contractor”) (together referred to as the “Parties”) as of October 25, 2018 (the “Effective Date”).

**Section 1. SERVICES**

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Youth Sports Officials Service Specifications, Attachment 1, (“Attachment 1”) issued by the District and which is incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Attachment 1, the Agreement shall prevail.

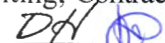
1.1 **Term of Services.** The term of this Agreement shall be October 25, 2018 to June 30, 2020, with three 1-year renewal options, and Contractor shall perform the work described in RFP Attachment 1.

1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the industry in which Contractor is engaged.

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, including discontinuing any assignment with the District, Contractor shall; immediately upon receiving notice from District of such desire of District, reassign such person or persons.

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor’s obligations hereunder.

**Section 2. COMPENSATION**

District hereby agrees to pay Contractor a sum not to exceed \$175,000 per fiscal year, for services to be performed and reimbursable costs incurred under this Agreement. Contractor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Contractor shall not bill District for duplicate services performed by more than one person. 

Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon Contractor’s Cost Schedule (“Attachment 2”) to the services required hereunder, including salaries and benefits of employees of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any salary, benefits, pensions and/or annuities to which Contractor and its employees and agents, may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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2.1 **Invoices.** Contractor shall submit invoices for each sport, one per season during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. The Purchase Order number must be referenced on all invoices. Failure to do so could delay payment. Invoices shall contain the following information:

- > The beginning and ending dates of the billing period;
- > The date, location, description of charges and charges billed for the month.

2.2 **Seasonal Payment.** District shall make payments for each sport based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Total Payment.** District shall pay for the services to be rendered by Contractor pursuant to this Agreement, pursuant to the costs identified in Attachment 2. District shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement, unless expressly approved in writing and in advance by authorized District personnel and as approved in advance by the Oakland Athletic League Commissioner.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of all employment taxes incurred under this Agreement and for any and all federal, state and local taxes.

2.5 **Payment upon Termination.** In the event that the District or Contractor terminates this Agreement pursuant to Section 8, the District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.6 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the District.

**Section 3. EQUIPMENT**

Contractor shall, at its sole cost and expense, provide all equipment that may be necessary to perform the services required by this Agreement.

**Section 4. INSURANCE REQUIREMENTS**

The Contractor shall be required to file with the District endorsements and certificates of proof of such insurance. The Contractor must submit at the beginning of the initial contract period and then by July 1 of each contract year, its insurance policies and endorsements subject to all of the conditions contained herein. Failure to furnish such evidence may be considered default of and



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breach of contract by the Contractor. Performance under the contract shall not commence until such proof has been filed with the District's Risk Management Department. The insurance policies shall operate as primary and no other insurance that applies to or protects the District will be called upon to cover a loss incurred by said policy or policies.

The Contractor will be required to maintain the below types of insurance throughout the life of the Contract:

**4.1 Commercial general public liability insurance ("Liability Insurance")** against liability for bodily injury and death and property damage. Such liability insurance to be an amount not less than One million dollars (\$1,000,000) for liability for bodily injury, death and property damage to any one person involved in any one occurrence, and Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence.

**4.2 Worker's compensation and Employer's Liability** coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with performance under the contract.

**4.3 Automobile Liability, including Hired and Non-Owned Auto Liability**, in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury, death and property damage.

**4.4 Additional Insured:** Each insurance policy shall be issued in the name of the Contractor and shall name the District as an additional insured party, and shall not be cancellable or reduced without thirty (30) days prior written notice to the District. The Contractor shall provide to the District adequate proof that the District is an additional insured under each insurance policy.

The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

**4.5 Strength of Insurer:** All insurance shall be placed with insurers that are reasonably acceptable to the District and with an A.M. Best's rating of not less than A- (Excellent). All such insurers shall be licensed and approved to do business in the State of California.

**4.6 Remedies:** In addition to any other remedies the District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may order that work immediately cease and terminate this Agreement.

**Section 5. FINGERPRINTING AND TUBERCULOSIS SCREENING**

**5.1 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement. Contractor certifies its compliance with these provisions as follows:

Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or

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agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Contractor, who may have contact with the District's pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement.

In the event that the District, in its sole discretion, at any time during the term of this Agreement, desires the removal of any Contractor related person, employee, representative or agent from any District school; site; and/or property, Contractor shall immediately, upon receiving notice from the District of such desire, cause the removal of such person or persons.

**5.2 Tuberculosis Screening.** Contractor is required to screen employees and agents who will be present at OUSD sites during the current school year. Contractor affirms that each person has current proof of negative TB testing on file and TB results are monitored.

**5.3 Contractor must attach a clearance letter on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.**

**Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES**

Contractor shall indemnify, defend with counsel acceptable to the District, and hold harmless the District and its officers, officials, employees and agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the District.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 10 business days, to the tender of any claim for defense and indemnity by the District, unless this time has been extended in writing by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 10 business days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

**Section 7. STATUS OF PROPOSER**

**7.1 Independent Contractor.** The agreement is not one of employment. The Contractor, in



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performance of the agreement shall be and act as an independent contractor. The Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District employees are normally entitled, including but not limited to State Unemployment Compensation, or Worker's Compensation. The Contractor shall assume full responsibility for all compensation of its employees, payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Contractor's employees. In the performance of the work contemplated in the contract, the Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the District being interested only in the results obtained.

**7.2 Contractor Not an Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**Section 8. LEGAL REQUIREMENTS**

**8.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**8.2 Compliance with Applicable Laws.** Contractor shall comply with all laws applicable to the performance of the work hereunder.

**8.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

**8.4 Licenses and Permits.** Contractor represents and warrants to District that Contractor and its employees, and agents have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its employees, and agents shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor shall obtain and maintain during the term of this Agreement all Applicable Valid Business Licenses including but not limited to those from the City of Oakland, California.

**8.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, or any other legally-protected category against any employee, applicant for employment, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.



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**Section 9. DEFAULT REMEDIES: TERMINATION AND MODIFICATIONS**

**9.1 Default Remedies:** Each of the following shall constitute an event of default under the Agreement:

A. Contractor fails or refuses to perform or observe any term, covenant or condition contained in the Agreement, provided that Contractor shall have thirty (30) days to cure to the District's satisfaction after transmission of written notice from the District to Contractor of any such event of default.

B. Contractor (a) is generally not paying its debts as they become due; (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law in any jurisdiction; (c) makes an assignment for the benefit of its creditors; (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; (e) takes action for the purpose of any of the foregoing; or (f) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection or rights of creditors. The Contractor shall notify the District in writing within ten (10) days of the occurrence of any of the events listed in the immediately preceding sentence.

On and after any event of default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate the Agreement for cause as set forth below, or to seek specific performance of all or any part of the Agreement. In addition, the District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default, in which event Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under the Agreement or any other agreement between the District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such event of default. Any such offset by the District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise.

If any of the provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages will be difficult to determine. The Parties shall be entitled to specific performance of the terms hereof and injunctive relief, in addition to any other remedy at law or equity.

All remedies provided for in the Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude, or in any way be deemed to waive, any other remedy.

**9.2 Termination of Agreement**

A. In the event of Contractor default pursuant to the Default Remedies above, in addition to any other remedies available to the District, the District may terminate the Agreement, and all of

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the Contractor's rights hereunder ended. Termination shall be effective ten (10) days after Contractor's receipt of written notice of termination from the District, unless a later effective date of termination is provided by the District in such notice. As of the effective date of termination, no new work will be undertaken by Contractor with the exception of actions necessary to effectuate the termination as provided for in this Section.

B. In the event of termination for cause, Contractor shall be paid for those services performed under the Agreement to the satisfaction of the District up to the effective date of the termination. However, pursuant to the Default Remedies above, the District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.

C. The District may terminate the Agreement, in whole or in part, for the District's convenience and without cause at any time by giving Contractor at least sixty (60) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than sixty (60) days from the date that the notice is provided. In event of termination for convenience, Contractor will be paid for those services performed pursuant to the Agreement and to the satisfaction of the District up to the specified effective date of termination.

D. Upon receipt of any notice of termination of the Agreement, Contractor shall commence and perform with diligence all actions necessary on the part of Contractor to effectuate the termination of the Agreement on the date specified by the District in a manner that minimizes the liability of Contractor and the District to third parties as a result of termination. All such actions shall be subject to prior approval by the District and shall include, without limitation: canceling orders; assigning interests to the District, as applicable; settling outstanding liabilities and claims; securing and safe-guarding District property; and halting or completing services in the manner specified by the District.

E. In no event shall District be liable for costs incurred by Contractor, or any of its subcontractors, after the effective date of termination, except for those costs specifically approved in writing by the District, if any, as necessary to effectuate the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement; post-termination employee salaries; post-termination administrative expenses; post-termination overhead or unabsorbed overhead; and attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, including but not limited to prejudgment interest.

F. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to the Agreement up to the effective date of termination. The District's payment obligations specified under this Termination of Agreement section shall survive the termination or expiration of the Agreement. Upon payment by the District of approved charges under such Contractor invoice, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

**9.3 Extension.** The Parties may extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.



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9.4 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties. Any increase in compensation will not be valid or binding until approved by the District Board of Education.

9.5 **No Assignment and Subcontracting.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, without prior written approval of the District.

9.6 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the District and Contractor shall survive the termination of this Agreement.

**Section 10. KEEPING AND STATUS OF RECORDS**

10.1 **Records Created as Part of Contractor's Performance.** All reports, data, scores, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Contractor hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by the District, all data, scores, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

10.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

10.3 **Inspection and Audit of Records.** Any records or documents that Section 10 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District.

**Section 11 MISCELLANEOUS PROVISIONS**

11.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for injunctive and/or declaratory relief, to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.



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**11.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**11.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**11.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**11.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

Contractor certifies to the best of his/her/its knowledge and belief that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency according to Federal Acquisition Regulation Subpart 9.4. and by signing this Agreement, certifies that the Contractor does not appear on the Excluded Parties List. (<https://www.sam.gov/>)

**11.7 Conflict of Interest.** Contractor shall not employ any District official or employee in the work performed pursuant to this Agreement.

By signing this Agreement, Contractor covenants that it presently has no actual knowledge of any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services called for under this Agreement.

**11.8 Notices.** Any written notice to the District shall be sent to:

Marion McWilliams, General Counsel  
1000 Broadway, Suite 680  
Oakland, CA 94607  
[Marion.McWilliams@ousd.org](mailto:Marion.McWilliams@ousd.org)

Any written notices to the Contractor shall be sent to:  
Dan Hughey, Mid-County Officials Network, CEO/President  
1540 Sorrel Ct.  
Walnut Creek, CA 94598  
[refumpoffmcon@gmail.com](mailto:refumpoffmcon@gmail.com)

**11.9 Integration.** This Agreement, including the scope of work/service specifications attached hereto and incorporated herein as Attachment 1 and the Cost Schedule attached hereto and incorporated herein as Attachment 2 represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**11.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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Accepted on behalf of the CONTRACTOR

Daniel W. Hughey

Date: 10/01/2018

Dan Hughey, President/CEO, Mid-County Officials Network

Accepted on behalf of the DISTRICT

Sonja

Date: 10/2/18

Sonja Phillips, OAL Commissioner, Oakland Unified School District

Sandra (Sondra Aguilera for Andrea Bustamante)

Date: 10/2/18

Sr. Deputy Chief, Continuous School Improvement  
Andrea Bustamante, Executive Director, Community Schools Student Services, Oakland Unified School District

Kyla Johnson-Trammell

Date: 10/25/18

Kyla Johnson-Trammell, Superintendent and Board Secretary, Oakland Unified School District

Aimee Eng

Date: 10/25/18

Aimee Eng, President, Oakland Unified School District Board of Education

Approved as to Form:

Amy Brandt

Date: 10/2/18

Amy Brandt, Staff Attorney, Oakland Unified School District

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

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**ATTACHMENT 1**

**SCOPE OF WORK**

**YOUTH SPORTS OFFICIALS**

The District is seeking qualified youth sports officials to service several District schools and students in a variety of sports. Sports include high school and middle school students.

The Oakland Athletic League (OAL) Commissioner will monitor these services provided by the contractor. If the services are not deemed satisfactory, the Contractor will be given written notice and placed on probation and reviewed for a period of 30 days.

The Contractor shall provide competent, qualified officials to officiate non-league, league, and post-season games for the Oakland Athletics League for select middle and high school sports. This consists of the following sports:

<b>Sport</b>	<b>Approximate Number of Games</b>	<b>Number of Officials Per Game</b>	<b>Approximate Number of Teams</b>	<b>Approximate Dates of Season</b>
High School Baseball	91	2	9	February 20- May 9
High School Softball	66	2	6	February 20- May 9
High School Girls Varsity Volleyball	86	2	10	August 29-October 25
High School Girls JV Volleyball	40	2	-	August 29-October 11
High School Soccer	142	3	20	Nov 5th - March 3
Middle School Soccer	166	2	27	January 19-March 23
Middle School Basketball	142	2	32	January 19-March 23
Middle School Flag Football	64	2	14	September 15 - November 17
Middle School Girls Volleyball	47	1	13	September 15 - November 17

Duties of the Contractor will include recruiting, training, hiring, evaluating and terminating of referees/officials. The Contractor is expected to ensure that all games are officiated impartially and professionally, and that all assigned officials/referees are on time and on site for all games.

The Contractor shall be a current CIF accredited associations. Prior to each sport's season of play, Contractor shall maintain current list of names, addresses, phone numbers and current CIF certification cards for all officials, referees and working under Contractor's employment and provide them as request by OAL Commissioner.



**OAKLAND UNIFIED SCHOOL DISTRICT  
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OAKLAND ATHLETIC LEAGUE**

The Contractor shall be responsible for providing one training session per seasons for all officials/referees under its employment. The one will be prior to the beginning of the sport's season. Contractor shall notify the OAL Commissioner in writing of the time, date and place of the training session. The training sessions shall include a detailed review of the NFHS Rules, officiating techniques, rule interpretations, some management conflict resolution, uniform attire and handling of emergency situations. Contractor shall be responsible for all costs associated with these training sessions.

Contractor shall have officials arrive on site and properly dressed for the assignment at least 15 minutes prior to the start of the game/match/meet/assignment.

Contractor shall have a written dress code policy that has been approved by OAL Commissioner, consistent with CIF rules that shall ensure that all officials/referees show up on time in proper uniform and have all game required equipment. All uniforms, watches and other equipment shall be provided by Contractor.

Contractor shall send a representative to each pre-season meeting for each sport to meet and speak with High School coaches. Contractor shall attend any league organization meeting as deemed necessary by OAL Commissioner.

Contractor shall rotate game officials on a regular basis. OUSD/OAL shall have the right to request game official changes when it deems necessary.

Should Contractor fail to provide game officials for any game, it is understood and agreed that liquidated damages in the amount of \$100 per game, per official shall be assessed and the sum shall be deducted from payment due to the Contractor. In addition, the Contractor shall provide in its proposal the procedures that it would like OAL/OUSD to follow when an official fails to show for a game. There shall be no deduction or fine should the request for officials occur 72 hours or less in advance of the game. DH (1)

The term of this agreement shall be for the period of two (2) years. This agreement may be extended for additional periods of one (1) year each, by mutual consent, not to exceed three (3) years.

Contractor shall provide a written schedule of official's assignments, including names and phone numbers, two weeks prior to the scheduled games or contests.

The contractor and his/her officials shall not coach in any of the Oakland Athletic League leagues or programs.

Contractor shall make report of any/all ejections and/or misconduct by District Athletes via Google Doc provided by the Oakland Athletic League within 48 hours of the incident.

OAKLAND UNIFIED SCHOOL DISTRICT  
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 OAKLAND ATHLETIC LEAGUE

ATTACHMENT 2

COST SCHEDULE

Sport	Number of Officials Per Game	Price Per Official
High School Baseball	2	\$73.50
High School Softball	2	\$70.00
High School Girls Varsity Volleyball	2	\$70.00
High School Girls JV Volleyball	2	\$52.00
High School Soccer	3	\$69.50
Middle School Soccer	2	\$64.50
Middle School Basketball	2	\$40.00
Middle School Flag Football	2	\$44.00
Middle School Girls Volleyball	1	\$45.00
<b>Other Costs:</b>		
<u>High School Assigning/Admin Fee</u>	\$265.00 per High School Serviced, per Sport Serviced.	
<u>Middle School Assigning/Admin Fee</u>	\$5 per official assigned per game	