



Office of the City Manager

CONSENT CALENDAR
May 16, 2017

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Scott Ferris, Director, Parks, Recreation & Waterfront Department
Subject: Agreement for the City to Provide Sports Officials for Berkeley Unified School District Afterschool Sports Programs

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to execute an agreement and any amendments with the Berkeley Unified School District (BUSD) to provide City sports officials and team awards at cost for BUSD elementary afterschool sports programs.

FISCAL IMPACTS OF RECOMMENDATION

Revenues from this agreement will cover the costs to provide sports officials and team awards for the BUSD elementary afterschool sports programs. Up to \$5,750 per year will be deposited into General Fund Revenue Account 010-5965-347.32-03.
CMS No. GPEZQ.

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley and BUSD are collaborating to support youth afterschool sports programs in the elementary schools during the school year. These sports include 11 & Under Flag Football, 11 & Under Basketball, and 2nd - 3rd Grade Soccer. BUSD schedules the games for the youth, teachers, coaches, and fields, the City provides the sports officials to officiate the games. The City also provides one team award for the winning team in each sport when requested by BUSD. This program will serve approximately 1,100 youth per year.

BACKGROUND

This agreement formalizes a joint collaboration between the City of Berkeley and Berkeley Unified School District to offer sports activities to youth. BUSD operates well-developed afterschool sports programs and the City of Berkeley has skilled sports officials. Together the two agencies can provide an opportunity for youth to participate in healthy activities that foster physical activity and good sportsmanship.

RATIONALE FOR RECOMMENDATION

Providing sports officials for BUSD elementary afterschool sports programs allows the City to leverage our existing pool of skilled sports officials to support healthy and active options for youth afterschool.

ENVIRONMENTAL SUSTAINABILITY

Offering opportunities for youth to participate in physical activity encourages them to participate in other sustainable activities like walking, running, bicycling and skateboarding.

CONTACT PERSON

Denise Brown, Youth and Recreation Services Manager, 981-6707

Attachments:

1. Resolution

Exhibit A: Agreement to Provide City of Berkeley Sports Officials for Berkeley Unified School District Afterschool Sports Programs

RESOLUTION NO. ~~##,###~~-N.S.

AGREEMENT FOR THE CITY TO PROVIDE SPORTS OFFICIALS FOR BERKELEY
UNIFIED SCHOOL DISTRICT AFTERSCHOOL SPORTS PROGRAMS

WHEREAS, the City of Berkeley and BUSD are collaborating to support youth afterschool sports programs in the elementary schools during the school year; and

WHEREAS, these sports include 11 & Under Flag Football, 11 & Under Basketball, and 2nd - 3rd Grade Soccer; and

WHEREAS, BUSD schedules the games for the youth, teachers, coaches, and fields, the City provides the sports officials to officiate the games and awards. This program will serve approximately 1,100 youth per year; and

WHEREAS, revenues from this agreement will cover the costs to provide sports officials for the BUSD elementary afterschool sports programs and awards. Up to \$5,750 per year will be deposited into General Fund Revenue Account 010-5965-347.32-03. CMS No. GPEZQ.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to execute an agreement and any amendments with the Berkeley Unified School District (BUSD) to provide City sports officials and awards at cost for BUSD elementary afterschool sports programs, for a total amount not to exceed \$5,750 per year.

Exhibit A: Agreement to Provide City of Berkeley Sports Officials for Berkeley Unified School District Afterschool Sports Programs

Agreement to Provide City of Berkeley Sports Officials for Berkeley Unified School District Afterschool Sports Programs

This Agreement (“Agreement”) is entered into by and between the City of Berkeley (“City”), a Charter City organized and existing under the laws of the State of California, and the Berkeley Unified School District (“BUSD”), a non-profit education institution.

Whereas, the City employs Sports Officials;

Whereas, Berkeley Unified School District provides Afterschool Sports League Programs at elementary schools during the school year;

Whereas, BUSD wishes to contract with the City to provide City Sports Officials to referee the elementary Afterschool Sports League Programs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, City and BUSD agree as follows:

I. Scope of Services

BUSD and City agree to the Scope of Services described in Exhibit A. Exhibit A is attached to and made part of this Agreement.

II. Payment

As described in Exhibit B, for sports official referee services and team awards as described in Section I, BUSD shall pay City \$30.47 per game per City Sports Official for a total of \$5,750 per year for two and a half (2.5) years commencing on January 1, 2017 through June 15, 2019. This total is based on the number of games per sport listed in Exhibit A. Total cost may vary depending on BUSD school site participation for each sport. BUSD shall make payments in accordance with Exhibit B, which is attached to and made a part of this Agreement.

III. Term of Agreement/Termination

The obligations of both parties under this Agreement shall commence on January 1, 2017, and end on June 15, 2019. The term of this agreement may be extended unilaterally in writing by the City of Berkeley.

IV. Indemnification

City and BUSD shall indemnify, defend, and hold harmless each other, their officers, agents, volunteers, employees, and contractors from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), or claims for death, injury or damages arising out of the performance of this Agreement, the violation of any laws, ordinances, codes or regulations, or the negligent or intentional acts or omissions of the indemnifying party and its offices, agents, employees, volunteers and contractors.

V. Independent Contractor

Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and BUSD. Direction from either party regarding the subject of the Agreement shall be construed as providing for direction as to policy and the result of the other party's work only and not as to the means or methods by which such as result is obtained.

VI. Governing Law; Severability

This Agreement shall in all respects be governed by California law. If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

VII. Waiver; Assignment

Failure of either party to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any other default of the other party. Neither party may assign this Agreement without the prior written consent of the other party, except that the City may assign its right to any money due or to become due hereunder.

VIII. Insurance

City and BUSD verify that each is a self-insured entity.

IX. Compliance with Laws

City and BUSD shall both observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Confidentiality of Medical Information Act (Civic Code § 56 et seq.), the federal Health Insurance Portability and Accountability Act and all other applicable federal, state, municipal and local safety

regulations. All services performed by either party must be in accordance with these laws, ordinances, codes and regulations.

X. Notices

All notices permitted or required by this Agreement shall be delivered as follows:

Berkeley Unified School District
Dr. Donald Evans
Superintendent
2020 Bonar Street
Berkeley, CA 94702

City of Berkeley
Denise Brown
Recreation and Youth Services Manager
1947 Center Street, First Floor
Berkeley, CA 94704

XI. Amendments

The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment executed by City and BUSD.

XII. Entire Agreement

a. The terms and conditions of this Agreement, all exhibits attached and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to its subject matter. This Agreement shall supersede any and all prior contracts between City and BUSD oral or written, regarding the subject matter of this Agreement. No other contract, statement, or promise relating to the subject matter of this Agreement shall be valid or binding except by a written amendment to this Agreement.

b. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, City and BUSD have executed this Agreement as of the date written on the first paragraph of this Contract.

Agency: City of Berkeley

Agency: Berkeley Unified School District

Dee Williams-Ridley, City Manager

Dr. Donald Evans, Superintendent

Approved as to Form:

Deputy City Attorney

Countersigned By:

Attest

City Auditor

City Clerk

**EXHIBIT A.1
SCOPE OF SERVICES**

BUSD agrees:

1. To provide teachers, coaches, student participants, sports equipment, fields and facilities, and insurance for the Afterschool Sports League Programs;
2. To schedule the Afterschool Sports League Programs and provide the schedule to the City each year at the beginning of the school year; and
3. To reimburse the City for the cost of providing City Sports Officials pursuant to the table below for the Afterschool Sports League Programs within 30 days of receipt of an invoice from the City.

City agrees:

1. For the term of January 1, 2017 through June 15, 2019, the City of Berkeley will provide team awards and City Sports Officials to referee Afterschool Sports League Programs at BUSD elementary schools for the 11-and-under Flag Football Program, 11-and-under Basketball Program, and the 2nd through 3rd grade Soccer Program per the program schedules provided by the BUSD, as follows:

BUSD Afterschool Sports Program January 1, 2017 through June 15, 2019

Sport	# of Games	# of Refs.	Cost per Sport (\$30.47 per game per ref)	Team Awards	Total
11 & Under Flag Football *	28	2	\$1,706	\$294	\$2,000
11 & under Basketball*	28	2	\$1,706	\$294	\$2,000
2 nd - 3 rd Grade Soccer **	24	2	\$1,462	\$288	\$1,750
Total per Year					\$5,750

*8 teams

**7 teams

BUSD Afterschool Sports Program September 1, 2017 through June 15, 2019

Sport	# of Games	# of Refs.	Cost per Sport (\$30.47 per game per ref)	Team Award	Total
11 & Under Flag Football*	28	2	\$1,706	\$294	\$2,000
11 & under Basketball*	28	2	\$1,706	\$294	\$2,000
2 nd - 3 rd Grade Soccer**	24	2	\$1,462	\$288	\$1,750
Total per Year					\$5,750++

*8 teams

**7 teams

The City will provide one team award for the winning team in each sport when requested. The fee for any games added to the above schedule is \$30.47 per game per City Sports Official.

++ Total cost may be lower depending on BUSD school site participation for each sport.

EXHIBIT A.2

PAYMENT

Berkeley Unified School District agrees to reimburse the City for the cost of providing City Sports Officials for the BUSD Afterschool Sports League Programs within 30 days of receipt of an invoice from the City, based on the Schedule in Exhibit A and based on the following rate:

Rate: \$30.47 per game per City Sports Official (referee)

Berkeley Unified School District agrees to reimburse the City for the cost of providing team awards at a total cost of up to \$876.00 when BUSD request awards for each sports league.

Total cost may vary depending on BUSD school site participation for each sport. The total cost will not exceed \$5,750 per year.

