

Kern County Officials Association

Professional Services Agreement

This Professional Services Agreement is between the Kern County Officials Association, a 501c4 - Tax ID No. 77-0204650 (KCOA) and the party whose legal name and status are described in the signature block below (contractor).

The parties agree as follows:

1. Scope of Services – Contractor agrees to provide to the KCOA the services of a sports official as authorized by the KCOA.
2. Price - Official agrees to provide the services and/or materials for a total fee, minus assignor fees, agreed upon by the CIF, the KCOA and any youth sports organization(s) not specifically mentioned in this agreement.
3. Term – The term of this agreement will be from July 1st, 2022 until the last CIF State Championship game to be played in June of 2023.
4. Status of Contractor – In agreeing to perform the services specified in this agreement, the contractor shall act as an independent contractor for all purposes related to the performance of sports officiating and officiating-related work, including travel to and from games, meetings, seminars, camps, and clinics. Contractor is not an employee of the KCOA or any league member school district. KCOA does not maintain workers' compensation insurance for officials. Contractor acknowledges that the official is totally responsible for medical expenses that may be incurred in relation to officiating, including but not limited to hospital, physician, therapy, drug and medication expenses.
5. Additional Provision - Contractor agrees to defend, hold harmless, and indemnify KCOA (and KCOA officers, board of directors, agents, successors, assignors, and any associated school districts) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability for any personal injury and or the act of omission of Contractor in connection with the performance of this agreement.
6. Termination – This agreement may be terminated at any time with or without cause, upon delivery to the contractor by KCOA or by the KCOA to the contractor within 10 days of written notice.
7. Conflict of Interest – Contractor agrees to refrain from soliciting business from KCOA participants for the purpose of personal gain and that is in conflict with the interests of the KCOA.

Contractor

Signature: _____ Date: _____

Signature: _____

KCOA Representative

By: _____ Date: _____