



Northern California Lacrosse Referee's Association

Michael Forzano, President
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619-892-2613

February 2, 2026

Re: Contract to WACC for a new agreement.

From: Michael Forzano President, Michael Forzano <mailto:president@nclra.us>

To: David Kiesel, West Alameda County Conference Commissioner
<mailto:drkiesel13@gmail.com>

This is presented to WACC in good faith covering the 2026 through 2028 lacrosse seasons. The entire agreement should be read very carefully.

The NCLRA reserves the right to change, alter, amend, or otherwise withdraw any proposal during these negotiations.

The parties agree and understand that any proposal for any language, section or article tentatively agreed to shall be enforceable upon the agreement of the contract in its entirety and signed by both parties.

If you have any questions concerning any aspect of this proposal, please feel free to contact me at any time.

The assignment of officials herein shall be conditioned upon the full execution and delivery of this Agreement by the duly authorized representatives of all Parties. Prior to the execution and delivery of this Agreement, the Northern California Lacrosse Referees Association ("NCLRA") shall bear no legal obligation, responsibility, or liability to provide officials or perform any related officiating services for Jesuit High School. No rights, duties, or services shall be implied or enforced until this Agreement is signed and delivered by all Parties hereto, and any provision of officials or related services prior to such execution shall be at the sole discretion of the NCLRA, without creating any binding obligation.

Officiating services contract
Northern California Lacrosse Referees Association
&
West Alameda County Conference

Recitals

The Northern California Lacrosse Referees Association (“NCLRA”) is a nonprofit corporation that assigns and provides lacrosse officials for all boys’ interscholastic lacrosse games in Northern California. In connection with assigning game officials, the NCLRA acts as an agent for the officials, each of whom is an independent contractor, for receiving payment from interscholastic lacrosse leagues or their member schools for officiating services and paying the game and travel fees to the officials.

West Alameda County Conference (“WACC”) is a league in the California Interscholastic Federation (CIF) which has schools within it that plays boys lacrosse.

This Agreement contains the terms and conditions by which WACC will engage the NCLRA to provide officials to officiate the interscholastic boys home lacrosse games played by the schools within WACC.

Section 1
Term of Agreement

This Agreement covers 2026 through 2028 lacrosse seasons, which will commence on or about March 1, and end on or about June 1 of each lacrosse season.

Section 2
WACC’s Rights and Responsibilities.

Article 1 Cause the teams in it to input into the Arbiter assigning system by January 15 for that year's lacrosse season, the schedule of all home lacrosse games for the upcoming season for which NCLRA is to provide game officials. The schedule will list each varsity and junior varsity home game to be played, and will specify the date, time, and location of each game.

Article 2 Cause the teams in it to pay to the NCLRA Treasurer, by March 1 for that year’s lacrosse season, the total amount of game fees and travel stipends, and all the administrative fees to be paid under this Agreement for that year’s season. If such fees are not received by the NCLRA within thirty (30) days of receipt of any such invoice, 10% late fee shall be charged on the total fees owed to the NCLRA. If the fees are not paid by April 30 another 15% shall be charged, including the 10% on the total fees owed. Until all fees, including any late fees, are paid in full.

- a) Reconciliation for any changes to the schedule up to and including but not limited to; for updates, additions/deletion of games, game changes, or cancellations of games according to Section 4 all articles and shall be due and payable within 15 days at the conclusion of the lacrosse season. If

such reconciliation invoices are not paid the late fees outlined in Article 2 shall apply including any late fees not paid on the original invoice.

- b) Officials who pay bridge tolls and for parking at the game site shall be reimbursed for those expenses by the schools within the WACC.

Article 3 Require its coaches to conduct themselves as gentlemen or gentlewomen at all times, and to require their players, fans, and spectators to do the same.

Article 4 Cause the teams in it to secure and provide safe and appropriately marked and equipped facilities for the play of the interscholastic lacrosse games to be played either at the school or at a neutral site, but for which the school has been designated as the “home team” in accordance rules and regulations of the WACC, and the National Federation of High Schools Boys Lacrosse Rules.

Article 5 Cause the teams in it to secure and provide uniforms for the players on its teams which conform to NFHS, California Interscholastic Federation (CIF) rules.

Article 6 Cause the teams in it to secure and provide safety equipment and appropriate facility services, including but not to limited to, crowd control, security, field maintenance, and the NCS/CIF recommended emergency medical services for its home games and those games played at neutral sites for which the school has been designated as the “home team.”

Article 7 In the event of a league merger, all rights and obligations set forth in this agreement will be transferred to the newly formed league and shall apply to all member schools within that league.

Article 8 The West Alameda County Conference (WACC) agrees to provide the NCLRA with the names and emails of all athletic directors of each school in the WACC including any school added or deleted.

Section 3 NCLRA’s Rights and Responsibilities

Article 1 Assign to each game, qualified, properly trained officials under the supervision of NCLRA. Although NCLRA reserves the right to make final decisions regarding the assignment of officials, NCLRA will use its best efforts to comply with WACC’s reasonable requests regarding the assignment, reassignment, or non-assignment of personnel. Provided such request is not arbitrary and/or capricious.

Article 2 Ensure that an adequate number of officials are available to officiate all the school’s varsity and sub-varsity home contests, as listed on the schedule that the school provides to NCLRA under section 2 article.

Article 3 Provide and administer a payment system for each official within NCLRA, relieving WACC of that responsibility.

Article 4 Submit a bill for game and administrative fees to the school on or about February 15, for the upcoming season, and submit a reconciliation bill, with updates, corrections, and additions within 15 days after the end of the interscholastic lacrosse season. WACC will then have 15 days to pay any amounts it owes under the reconciliation billing, and the NCLRA will refund any over payment that it has received or issue credit for the following lacrosse season within 15 days of that **reconciliation** billing.

Article 5 Recruit, instruct, and train officials, either on their own or in conjunction with USA Lacrosse.

Article 6 Respond to inquiries from school administrators, including athletic directors and coaches, and from game officials, regarding officiating matters. Provided such request is not arbitrary and/or capricious.

Article 7 Timely investigate each officiating protest received from WACC and provide the school's athletic director or other person designated by WACC with a written response to the protest. Provided such request is not arbitrary and/or capricious.

Article 8 Designate an Assignor of Officials to assign member officials to all WACC's varsity and junior-varsity home contests.

Article 9 Conduct or attend at least one pre-season meeting with WACC's coaches and administrators, for reviewing new rules, points of emphasis within the rules, and appropriate conduct by officials, coaches, players, fans, and spectators.

Article 10 Notify the member Schools' principals, athletic directors or other persons designated by the member Schools and WACC's Commissioner within 24 hours of its occurrence of the ejection from a lacrosse game of any student, athlete, coach, fan, or spectator.

Article 11 Keep accurate books of account and records covering all transactions relating to the collection and disbursement of money from the school and the payment of officials for officiating athletic contests.

Section 4

NCLRA's Game and Administrative Fees

Article 1 Each school in WACC shall pay for the officiating services to be provided hereunder by paying NCLRA the game fees in accordance with the fees in Article 5, and 6 scheduled for each of the school's home games. In addition, each school in WACC shall pay the NCLRA's annual administrative fees in Article 7.

Article 2 The NCLRA, by its Assignor of Officials, shall use its best efforts to assign three officials for each varsity game, and two officials for each junior varsity game.

Article 3 Each school designated as the “home team” on the schedule provided to the NCLRA by WACC shall pay to the NCLRA the sum outlined in this agreement for its junior varsity/varsity games and per official per home game for home games in the 2026 thru 2028.

Article 4 In addition to the game fees, the school shall pay NCLRA for its administrative expenses, an additional sum as stated in Section 4 article 6.

Article 5 \$100.00 per official for each of its JV/Varsity home games in 2026, and \$105.00 in 2027 and in 2028 \$110.00. These fees may increase if additional officials are requested for a game.

Article 6 All league and conference playoffs and championship games shall be at the rate charged to the NCS section for playoffs and championship games.

Article 7 In addition to the officials’ fees, each school in WACC shall pay NCLRA for its administrative expenses, an additional \$50.00 per game for each of its home games in 2026, and \$55.00 in 2028 and in 2028 \$60.00

Article 8 In addition, WACC shall the IRS travel fees for any official (s) traveling over 35 miles mileage round trip. The rate for each official will be the IRS and shall not exceed \$100.00 per official. The assignor shall do his best to staff games without having to charge this additional travel fee.

Article 9 After the School has provided the NCLRA with its schedule for the upcoming season pursuant to section 2 article 1, changes or cancellations may be made.

Article 10 A game may be cancelled without penalty, provided the Assignor is notified (by email to assignor@nclra.us) at least 48 hours before the date on which it was originally scheduled to be played. Given such 48 hours’ notice, the game fees paid for that game shall be refunded.

Article 11 If the Assignor is not notified of a change in the time or place of a game at least 48 hours in advance of the originally scheduled start time for the game, then the home team must pay the NCLRA an additional fee of \$65.00 if the Assignor does not have to change the officials assigned to the game, and \$75.00 if the Assignor does have to change the officials so that the game will be officiated at its new time or location.

Article 12 If the Assignor is not notified of a cancellation of a game at least 48 hours in advance of the originally scheduled start time for the game, then the home team will be required to pay the ordinary game fees for that game. However, if a game is cancelled less than 48 hours before its scheduled start time, and if the Assignor is notified of the cancellation in sufficient time so that the officials who were assigned to the game do not travel to the game site, then the game fees will be refunded.

Article 13 The time or location of a game may be postponed without penalty, provided the Assignor is notified, (by email to assignor@nclra.us), at least 48 hours before the originally scheduled time of the game.

Article 14 If the Assignor is not notified of a change in the time or place of a game at least 48 hours in advance of the originally scheduled start time for the game, then the home team’s school must pay the NCLRA an additional fee for changing the game assignments or otherwise making sure that the game will be officiated at its new time or location.

Section 5
Payments in Trust

WACC and NCLRA both recognize and agree that, except for money paid to compensate the Assignor of Officials, the NCLRA Treasurer, and for the NCLRA's administrative services, all money paid to the NCLRA by the School is paid in trust for compensating game officials for their performance of officiating services and for reimbursing game officials for their travel to and from the school.

Section 6
NCLRA And Its Officials Are Independent Contractors.

Article 1 WACC and NCLRA both recognize and agree that the NCLRA and the officials it assigns, in performing officiating services for the school, are independent contractors. Except as to the date, time and location of the contest being officiated, and the rules governing the contest, the NCLRA and the officials in it shall have control over the manner in which such services are provided.

Article 2 Neither the NCLRA nor any of the officials assigned by it are agents of the California Interscholastic Federation, the Central Coast Section of the CIF, WACC, the School, or the school district of which it is a member, if any. Neither the NCLRA nor any of the officials assigned by it is entitled to receive any benefits the CIF, WACC, the School, or the school district of which it is a member, if any, pay to their respective employees.

Article 3 Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, employer-employee, or to create any association between NCLRA or any of its members and CIF, CCS, SJS, NCS, WACC, member Schools or the school districts of which they are members, if any. Neither WACC nor the NCLRA has the power to obligate or bind the other party in any manner whatsoever. The NCLRA may not advertise or in any way represent that it has any affiliation with CIF, CCS, WACC or its member Schools or the school districts of which they are members, if any.

Section 7
Indemnification.

Article 1 NCLRA will indemnify and hold harmless WACC, and all of its officers, agents, employees, members and representatives from all liability, costs, losses, damages, expenses, attorneys' fees, causes of action, claims or judgments, arising out of or in any way connected with any negligent or wrongful acts or omissions of the NCLRA, its officers, agents and employees in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with the performance of services under this Agreement, including the assignment or payment of officials, accounting for monies paid or received, or claims relating to the conduct, actions, or statements of the NCLRA's officials.

Article 2 WACC will indemnify and hold harmless the NCLRA and all of its officers, agents, members, employees and representatives and from all liability, costs, losses, damages, expenses, attorneys' fees, causes of action, claims or judgments, arising out of or in any way connected with any negligent or wrongful acts or omissions of the School, or any of its officers, agents, employees and representatives in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with the performance of services under this Agreement. This indemnification clause shall survive the termination of this Agreement.

Section 8
Insurance

The NCLRA shall carry during the term of this Agreement, a comprehensive general liability and property damage insurance policy in the amount of One Million Dollars (\$1,000,000). In addition to naming the NCLRA as the insured, said policy of insurance shall further name WACC or the School within it as an additional insured.

Section 9
Notices

Except as provided in section 2 article 1, regarding changes in the time or place of a game, any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by mail, email, or personal delivery. Mailed notices shall be addressed to the parties at the following addresses:

WACC:
West Alameda County Conference
drkiesel13@gmail.com

NCLRA:
Michael Forzano, President
president@nclra.us

Each party may change the address for notices by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; emailed notices shall be deemed received as of one day after the email is sent; mailed notices shall be deemed received as of two days after the date of mailing.

Section 10
Termination of Agreement

Article 1 This Agreement may be terminated with cause by either party or both parties, by giving sixty (60) days' written notice of its termination.

Article 2 This Agreement may also be terminated for cause, in the event that either party believes the other party has materially breached any term of it, by the giving of written notice specifying the nature of the alleged breach. If the breach is a type that can be cured, then the Agreement will be terminated ten (10) days after the giving of such notice if the breach is not cured.

Article 3 If this Agreement is terminated, then any advance payments that have been made but not yet earned shall promptly be returned to the school, and any payments that are owed for services that have been rendered, but have not been paid, shall promptly be paid.

Section 11
Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, and contains all of the covenants and agreements between the parties. Each party acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Section 12
Assignment

None of the rights or responsibilities that are the subject of this Agreement shall be assigned, in whole or in part, without the written consent of both parties.

Section 13
Modifications and Amendments

Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

Section 14
Severability and Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 15
Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and taken together shall constitute one and the same instrument.

Section 16
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 17
Mediation and Arbitration

If any dispute arises under this Agreement, the parties agree to mediate the dispute before a neutral mediator jointly chosen by them. If the dispute is not resolved by the mediation, then the parties agree to arbitrate the dispute under California Code of Civil Procedure section 1280, *et. seq.*, in proceedings administered by the American Arbitration Association.

Section 18
Signatures

Executed on _____ at San Francisco California.

West Alameda County Conference:

NCLRA

David Kiesel
Commissioner

Michael Forzano
Michael Forzano
NCLRA President

Signature: David Kiesel
David Kiesel (Feb 3, 2026 06:36:38 PST)

Email: drkiesel13@gmail.com

Signature: michael forzano

Email: president@nclra.us









WACC 2026 - 2028 final

Final Audit Report

2026-02-03

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