



City of North Port

RESOLUTION NO. 2026-R-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, REPEALING AND REPLACING RESOLUTION NO. 2007-R-36; GRANTING AUTHORITY TO THE DIRECTOR OF THE PARKS & RECREATION DEPARTMENT, OR HIS OR HER DESIGNEE, FOR THE RECRUITMENT AND PAYMENT OF ATHLETIC OFFICIALS; ADOPTING AN INDEPENDENT CONTRACTOR FEE AGREEMENT; ADOPTING A FEE SCHEDULE AND PAY INVOICE FOR INDEPENDENT CONTRACTOR ATHLETIC OFFICIALS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Port, Florida Parks and Recreation Department provides athletic services for the citizens of North Port, Florida; and

WHEREAS, the City of North Port Parks and Recreation Department requires the services of qualified Independent Contractor Athletic Officials in connection with athletic programming; and

WHEREAS, on October 9, 2007, the City Commission of the City of North Port, Florida adopted Resolution No. 2007-R-36 authorizing the Manager of the North Port Parks and Recreation or his or her designee to enter into fee agreements for services of Independent Contractor Athletic Officials; and

WHEREAS, it is necessary, expedient, and in the best interest of the citizens of North Port, Florida, for the City Commission to grant authority to the Director of the City of North Port Parks and Recreation Department, or his or her designee, to enter into fee agreements for the services of Independent Contractor Athletic Officials specifically identified as umpires, referees, judges, scorekeepers, timers, statisticians, head officials, and attendants herein now referred to as "athletic officials"; and

WHEREAS, the City Commission desires to update and replace the existing Independent Contractor Athletic Officials Fees Schedule and Fee Agreement to reflect up to date competitive fees, along with a concise and modern agreement; and

WHEREAS, the City Commission finds that providing these athletic officials services and making the necessary changes serves the public health, safety, and welfare of the citizens of the City of North Port, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – REPEAL OF RESOLUTION NO. 2007-R-36

2.01 The City Commission hereby repeals Resolution Number 2007-R-36 in its entirety.

SECTION 3 - RESOLUTION

3.01 The City Commission hereby grants authority to the Director of the City of North Port Parks & Recreation Department, or his or her designee, to accomplish the following:

- a. To enter into agreements on behalf of the City Commission of North Port, Florida with athletic officials to officiate at athletic events held or sponsored by the City of North Port Parks and Recreation Department. An example of said agreement is identified as Exhibit A, which is attached hereto and incorporated herein.
- b. Authorize payment for officiated services rendered in accordance with a fixed rate schedule identified as Exhibit B, which is attached hereto and incorporated herein.

3.02 Each athletic official will be required to submit a signed invoice stating the number of games at which he or she officiated and to agree to be present for scheduled contests or in the alternative to make necessary arrangements for a qualified substitute when he or she anticipates an absence will occur. Athletic officials who fail to comply with this requirement will be subject to dismissal as provided in the Independent Contractor Athletic Officials Fee Agreement, which is attached as Exhibit A. The City will also assess fines in accordance with the rate identified in Exhibit B.

3.03 Recruitment of athletic officials will be accomplished through public service announcements, employment bulletins, postings, or by actively contacting established athletic official associations to assure wide dissemination.

3.04 Prospective athletic officials will be selected impartially based upon their skill, knowledge, physical condition, and expertise and will be afforded equal opportunity to serve the City of North Port.

3.05 In the event a conflict arises between the City of North Port and an athletic official, the conflict will be addressed by the City Manager, or his or her designee.

3.06 The authority delegated to the Director of the City of North Port Parks and Recreation Department, or his or her designee, to enter into fee agreements is restricted to those agreements with independent contractor athletic officials and then, only with those officials enumerated in Exhibit B.

3.07 All identified exhibits are incorporated in this resolution by reference.

SECTION 4 – CONFLICTS

4.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of the conflict.

SECTION 5 – SEVERABILITY

5.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

SECTION 6 – EFFECTIVE DATE

6.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, in public session on May 19, 2026.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

EXHIBIT A

**NORTH PORT PARKS & RECREATION DEPARTMENT
INDEPENDENT CONTRACTOR ATHLETIC OFFICIAL
FEE AGREEMENT**

This agreement is entered into by the City of North Port, Florida hereinafter referred to as The City and _____ hereinafter referred to as the Contractor whose address is _____

Phone _____ Cell _____

Duration Dates _____ to _____

1. The City desires to engage the services of Contractor to preside over certain athletic activities sponsored by the City.
2. The Contractor agrees to perform these services for the City in accordance with Resolution No. 2026-R-25 under the terms and conditions set forth in this agreement.
3. The services to be performed by the Contractor include those services generally performed by athletic officials during the course of an athletic event including but not limited to officiating over scheduled athletic events, issuing timely reports, maintaining the momentum of the game and other such related duties as assigned by the City.
4. The City will pay the Contractor once per month for those services to be performed under this agreement (in accordance with the fee schedule set forth in Exhibit B) upon receipt of a signed invoice from the Contractor outlining services rendered. The City may also assess fines (see Exhibit B) due to unexcused absence from scheduled services or late arrival. An unexcused absence is defined as not finding a replacement and/or not notifying City staff 24 hours in advance of the scheduled activity. A late arrival is defined as arriving 15 minutes or less before the start of a game.
5. Parties intend that an independent contractor relationship will be created by this fee agreement. The conduct and control of the service provided will be solely with the Contractor. The contractor is not to be considered an agent or employee of the City for any purpose and the employees of the Contractor are not entitled to any benefits that the City provides for the City's employees. It is understood that the City does not agree to use the Contractor exclusively. It is further understood that the Contractor is free to contract similar services with other entities while this agreement is in effect.

6. At all times the Contractor will indemnify the City from all losses, damages, liabilities, and expenses that arise or are claimed against the City and that are in favor of any person, firm or corporation for personal injuries or property damages including but not limited to assault or sexual harassment that arose as a result of the Contractor's performance of this agreement or that arose as a result of the Contractor's failure to comply with any laws, statutes, ordinances, or regulations.

The Contractor shall be fully liable for the actions of its directors, officers members, partners, or subcontractors and the employees and agents of each of them and shall fully indemnify and hold harmless the City of North Port its employees, agents, and assigns from claims, suits, actions, damages, and costs of every type and description including attorney's fees (at both trial and appellate levels) arising from or relating to personal injury or death including but not limited to assault or sexual harassment and damage to real property or tangible personal property alleged to be caused in whole or in part by the Contractor its officers, directors, members, partners, or subcontractors and employees or agents of any of them provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City.

In the event of a claim, the City shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery at the Contractor's address provided such notification may also be provided by fax transmission to the following fax number _____

The City shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. The City may in addition to other remedies available to it at law or equity and upon written notice to the Contractor retain such monies from amounts due the Contractor as may be deemed by the City to be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against it. The City may set off any liability or other obligation of the Contractor or its affiliates to the City against any payments due the Contractor under any contract with the City. This agreement for indemnification shall continue in force for five (5) years from the date of termination of the agreement.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City and the Contractor the agreement which provides the most protection for the City shall take precedence. The provisions of this agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions

and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable

The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, workers compensation insurance, social security, and income tax laws with respect to the Contractor’s employees engaged in performance of this fee agreement.

- 7. Neither this agreement nor any interest therein, or claim thereunder shall be assigned or transferred by the Contractor to any party or parties.
- 8. This agreement will be interpreted in accordance with Florida law.
- 9. This agreement shall terminate upon the full performance by the parties in accordance with the terms and conditions contained herein. Either party may terminate this agreement at any time for failure of the other to comply with the terms and conditions of this agreement. Otherwise this agreement may be terminated prior to the full performance by either party via fourteen (14) days written notice.

NORTH PORT PARKS & RECREATION DEPARTMENT

PARKS & RECREATION DIRECTOR
OR DESIGNEE

CONTRACTOR

DATE

DATE

EXHIBIT B

**FEE SCHEDULE FOR INDEPENDENT CONTRACTOR ATHLETIC OFFICIALS
(Current Schedule)**

Adult Basketball (includes Men's, Women's & Senior League)

Adult Basketball Official	\$40.00 - \$60.00 per game (based on experience)
Adult Basketball Official (3 official crew/game)	\$30.00 - \$40.00 per game (based on experience)
Basketball Scorekeeper	\$10.00 - \$15.00 per game
Basketball Timer	\$10.00 - \$15.00 per game
Basketball Scorekeeper & Timer	\$10.00 - \$15.00 per game

Adult Softball (including Men's, Women's, Co-Ed & Senior League)

ASA, USSSA or ISA Softball Official	\$40.00 - \$60.00 per game (based on experience)
Softball Scorekeeper	\$10.00 - \$15.00 per game

OFFICIAL FINES

1 First Offense	Late Absent	Warning Half Game Pay
2 Second Offense	Late Absent	Half Game Pay One Game Pay
3 Third Offense	Late Absent	One Game Pay Two Game Pay
4 Fourth Offense	Late Absent	Two Game Pay Suspension
5 Fifth Offense	Late	Suspension

