



City of North Port

RESOLUTION NO 07-R-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY NORTH PORT, FLORIDA GRANTING AUTHORITY TO THE MANAGER OF THE PARKS & RECREATION DIVISION FOR RECRUITMENT AND PAYMENT TO ATHLETIC OFFICIALS

WITNESSETH

WHEREAS, the North Port Parks and Recreation Division provides athletic services for the citizens of North Port, Florida and

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

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

- 1 The Manager of the North Port Parks and Recreation Division or his or her designee is hereby authorized to accomplish the following
 - a. To enter into on behalf of the City Commission of North Port, Florida agreements with athletic officials to officiate at athletic events held or sponsored by the North Port Parks and Recreation Division. An example of said agreement is identified as Exhibit A which is attached hereto and incorporated herein
 - b. Authorize payment for officiating services rendered in accordance with a fixed rate schedule identified as Exhibit B which is attached hereto and incorporated herein
- 2 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 by in the Independent Contractor Athletic Officials Fee Agreement. The City will also assess fines in accordance with the rate identified as Exhibit B which is attached hereto and incorporated herein.

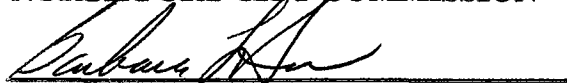
- 3 Recruitment of athletic officials will be accomplished through public service announcements employment bulletins, postings or by actively contacting established athletic official associations to assure wide dissemination
- 4 Prospective athletic officials will be selected impartially based upon their skill, knowledge physical condition and expertise and be afforded equal opportunity to serve the City of North Port.
- 5 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
- 6 The authority delegated to the Manager of the North Port Parks and Recreation Division 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 which is attached hereto and incorporated herein

ADOPTED with a quorum present and voting this the 9th day of October, 2007

ATTEST


Helen M Raimbeau
City Clerk

NORTH PORT CITY COMMISSION


Barbara L. Gross
Commission Chair

**APPROVED AS TO FORM
AND CORRECTNESS.**

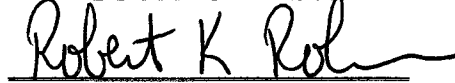

Robert K Robinson
City Attorney

EXHIBIT A

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

This agreement is entered in to 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 R-07-36 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 a 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 An unexcused absence is defined as not finding a replacement and/or not notifying recreation staff 24 hours in advance of the scheduled activity

- 5 Parties intend that an independent contractor relationship will be created by this fee agreement. The conduct and control of the service provided will lie 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 attorneys 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 taken 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 DIVISION

MANAGER, PARKS & RECREATION

CONTRACTOR

DATE

DATE

EXHIBIT B

FEE SCHEDULE FOR INDEPENDENT CONTRACTOR ATHLETIC OFFICIALS (Current Schedule)

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

| | |
|--------------------------------------|-------------------|
| Adult Basketball Official | \$ 17 00 per game |
| Certified Adult Basketball Official* | \$ 30 00 per game |
| Basketball Scorekeeper | \$ 7 50 per game |
| Basketball Timer | \$ 7 50 per game |
| Basketball Scorekeeper & Timer | \$ 11 00 per game |

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

| | |
|--|-------------------|
| Certified ASA USSSA or ISA Softball Official* (one official/game) | \$ 27 00 per game |
| Certified ASA USSSA or ISA Softball Official* (two officials/game) | \$ 18 00 per game |
| Softball Scorekeeper | \$ 7 50 per game |

- * To be considered a certified official a person must be able to officiate at the high school level and/or state certified organizations such as the Florida High School Athletics Association. The official must present proof of certification at the time of contract in order to be eligible for certified pay.

OFFICIAL FINES

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

