

**Jefferson City Parks & Recreation
INDEPENDENT CONTRACTOR AGREEMENT – SPORTS OFFICIAL**

THIS AGREEMENT shall be between the City of Jefferson by and through its Parks Commission (hereinafter “JCPR”) and _____ (hereinafter “the Independent Contractor”).

Now, therefore, the parties hereto agree as follows:

1. SERVICES - JCPR shall retain the Independent Contractor to provide the services of a sports official, and the Independent Contractor shall provide such services to JCPR upon the terms and conditions hereinafter set forth.
2. TERM AND EXTENSION – This contract shall commence on the day last executed by a party and shall continue to and include ____October 30, 2020____.
3. DUTIES – During the term of this contract, the Independent Contractor shall officiate Baseball and Softball games in a manner consistent with the terms and conditions set forth herein.
 - a. Assignment of Games – Games to be officiated shall be assigned to the Independent Contractor according to procedures set forth by JCPR.
 - b. Equipment – Independent Contractor shall provide all personal apparel and equipment necessary to officiate said games. Independent Contractor may purchase said apparel and equipment from JCPR (if available) or from third party sources. Equipment and apparel shall conform to standards promulgated by JCPR.
 - c. Certification – Independent Contractor shall maintain certification or accreditation from a nationally or state-wide recognized body which provides certification or accreditation of baseball and softball officials. Independent Contractor shall produce proof of such certification or accreditation upon request of JCPR. Alternatively, Independent Contractor may undergo officiating training provided by JCPR in lieu of such certification or accreditation. JCPR may charge a reasonable fee for such training.
4. TIME REQUIREMENTS – The Independent Contractor shall devote during all games assigned by JCPR his/her time, energy, and skill to the duties of the services to be provided. Independent Contractor shall comply with all procedures implemented by JCPR to track and account for games officiated by sports officials.
5. COMPENSATION – JCPR shall make one payment per month to the Independent Contractor for the aggregate amount owed to the Independent Contractor for services provided under this contract.
6. Timesheets must be turned in by the last day of the month.

Payment for officiating baseball and softball games is as follows:

	Beginner Rate	Standard Rate	One Umpire Rate
Youth Baseball & Softball (Coach or Machine-Pitch)	\$35/game	\$35/game	N/A
Youth Baseball & Softball (Player Pitch).	\$35/game	\$40/game	\$50/game
Adult Slow-pitch Softball	\$20/game	\$25/game	N/A
Adult Kickball	\$17/game	\$17/game	N/A

If the Independent Contractor is in his/her first or second year of officiating baseball and softball games for JCPR and has not obtained certification from a nationally or state-wide recognized body which provides certification or accreditation of officials, the applicable rate per game shall be the "Beginning Rate." Otherwise, the applicable rate shall be the "Standard Rate." Years officiating in other comparable, organized leagues or association may be substituted in place of years of officiating games for JCPR, provided such experience can be verified by JCPR staff. A decision by JCPR on number of years of experience shall be final.

7. INDEMNIFICATION AND HOLD HARMLESS PROVISION – The Independent Contractor agrees to indemnify and hold harmless JCPR, its employees, agents, and assigns from any and all claims which may arise out of and in the course of the performance of the Contractor’s duties hereunder. Any and all claims for unemployment benefits and or claims for worker’s compensation benefits are hereby expressly waived by the Independent Contractor who agrees to maintain separate policies of liability, health, and accident insurance as may be necessary or required by JCPR in connection with performance of its duties herein.
8. RELATIONSHIP BETWEEN PARTIES –The Independent Contractor shall not be considered an employee of JCPR being entitled to participate in any plans, arrangements, or distributions by JCPR pertaining to or in connection with any insurance, pension, or similar benefits for their regular employees.
9. PROFESSIONAL RESPONSIBILITY – Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Independent Contractor in accordance with his/her independent and professional judgment.
10. ENTIRE AGREEMENT – The within Agreement shall be construed in accordance with Missouri law and shall constitute the entire Agreement between the parties.
11. AGE REQUIREMENT – The Independent Contractor states and affirms that they are over eighteen (18) years of age and that they have the capacity to execute contracts.

JCPR:	Independent Contractor:
Jefferson City Parks & Recreation	Name: _____
1299 Lafayette St.	Address: _____
Jefferson City, MO 65101	City, State, Zip: _____
(573)634-6482	Telephone: _____

THIS AGREEMENT IS HEREBY EXECUTED AND MADE EFFECTIVE THE DATE LAST SIGNED BY A PARTY BELOW:

Director of Parks, Recreation & Forestry

Independent Contractor Signature

Date

Date

Approved as to form:

City Counselor