

RESOLUTION R-97-171

GRANTING CERTAIN AUTHORITY  
TO THE DIRECTOR OF THE MANATEE COUNTY  
PARKS AND RECREATION DEPARTMENT  
FOR PAYMENT TO ATHLETIC OFFICIALS

WHEREAS, the Manatee County Parks and Recreation Department provides athletic services for the citizens of Manatee County, Florida; and

WHEREAS, the Manatee County Parks and Recreation Department 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 Manatee County, Florida, for the Board of County Commissioners to grant authority to the Director of the Manatee County Parks and Recreation Department or his 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, Manatee County Ordinance Number 82-19 grants the Board of County Commissioners or the Director of the Parks and Recreation Department the authority to regulate those individuals providing services in a County-owned park.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that the Director of the Manatee County Parks and Recreation Department or his/her designee is hereby authorized to accomplish the following:

1. To enter into, on behalf of the Board of County Commissioners of Manatee County, Florida; agreements with athletic officials to officiate at athletic events held or sponsored by the Manatee County Parks and Recreation Department. Said agreement is identified as exhibit "A" which is attached hereto and incorporated herein.
2. Payment for officiating services rendered will be in accordance with

a fixed rate schedule identified as exhibit "B", which is attached hereto and incorporated herein.

3. Each athletic official will be required to submit a signed invoice stating the number of games at which he or she officiated as well as to agree to be present for scheduled contests or, in the alternative, to make necessary arrangements when an anticipated 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 Official Fee Agreement and/or the County may also assess fines (see exhibit "B"), due to unexcused lateness or absence from scheduled services. An unexcused absence is defined as not finding a replacement and/or not notifying gymnasium staff 24 hours in advance of the scheduled activity.

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

5. Prospective athletic officials will be selected impartially, based upon their skill, knowledge, physical condition and expertise and be afforded equal opportunity to serve Manatee County.

6. In the event a conflict arises between Manatee County and any prospective or retained athletic official, the conflict will be addressed by the County Administrator or the County Administrator's designee.

7. That Resolution R-95-113 is rescinded and this Resolution shall become effective upon adoption.

8. That the authority delegated to the Director of the Parks and Recreation Department 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 7th day of October, 1997.

ATTEST: R.B. SHORE  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

*Patricia M. Glass*  
PATRICIA M. GLASS, CHAIRMAN

BY: Jerry P. Jume  
CHIEF DEPUTY CLERK

MANATEE COUNTY PARKS & RECREATION DEPARTMENT  
INDEPENDENT CONTRACTOR ATHLETIC OFFICIAL  
FEE AGREEMENT

This agreement is entered into by Manatee County Government, hereinafter referred to as "the County" and \_\_\_\_\_, hereinafter referred to as "the

Contractor", whose address is \_\_\_\_\_

(PHONE) HOME \_\_\_\_\_ WORK: \_\_\_\_\_ PAGER \_\_\_\_\_, (SSN) \_\_\_\_\_

(DURATION OF SERVICE) OCTOBER 1, \_\_\_\_\_ - SEPTEMBER 30, \_\_\_\_\_

(SERVICE TO BE PERFORMED) \_\_\_\_\_

1. Manatee County desires to engage the services of Independent Contractor Athletic Officials to preside over certain athletic activities sponsored by Manatee County.
2. The Independent Contractor agrees to perform these services for Manatee County in accordance with Manatee County Resolution R-97-171 and under the terms and conditions set forth in this agreement.
3. The services to be performed by the Contractor includes 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 County.
4. County will pay Contractor once a month for those services to be performed under this agreement (in accordance with the fee schedule identified) upon receipt of a signed invoice from Contractor outlining services rendered. The County may also assess fines (see exhibit "B"), due to unexcused lateness or absence from scheduled services. An unexcused absence is defined as not finding a replacement and/or not notifying gymnasium staff 24 hours in advance of the scheduled activity.
5. Parties intend that an Independent Contractor - Employer relationship will be created by this fee agreement. Manatee County is interested only in the results to be achieved. The conduct and control of the service provided will lie solely with the Contractor. Contractor is not to be considered to be an agent or employee of County for any purpose, and the employees of the Contractor are not entitled to any of the benefits that County provides for County's employees. It is understood that County does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract similar services with other entities while this agreement is in effect.
6. Contractor, his heirs, and assigns, shall indemnify and hold Manatee County harmless against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to any and all persons or property caused by or sustained in connection with the performance of the agreement or by conditions created thereby, or based upon any violation of any statute, ordinance or law under the State of Florida, and the defense of any such claims or actions. Contractor shall also indemnify Manatee County against all liability and loss in connection with and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workers' compensations insurance, social security and income tax laws with respect to Contractor's employees engaged in performance of the contract.
7. Neither this agreement nor any interest therein, or claim thereunder, shall be assigned or transferred by Contractor to any party or parties.
8. 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.

MANATEE COUNTY PARKS & RECREATION DEPARTMENT

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Exhibit B

FEE SCHEDULE FOR INDEPENDENT CONTRACTOR ATHLETIC OFFICIALS

(Current Schedule)

Youth Basketball Official	\$10.00/per game
Certified Youth Basketball Official	\$12.00/per game
Mens Basketball Official	\$14.00/per game
Certified Mens Basketball Official	\$17.00/per game
Mens Basketball Scorekeeper	\$ 6.50/per game
Mens Basketball Timer	\$ 6.50/per game
Youth Basketball Scorekeeper	\$ 6.50/per game
Youth Basketball Timer	\$ 6.50/per game
Volleyball Official	\$10.00/per game
Flag Football Official	\$15.00/per game
Head Flag Football Official	\$18.00/per game
Flag Football Scorekeeper	\$ 6.50/per game
Floor/Street Hockey Official	\$10.00/per game
Floor/Street Hockey Scorekeeper	\$ 6.50/per game
Baseball Umpire*	\$22.00/per game
Basketball Official*	\$22.00/per game
Volleyball Official*	\$22.00/per game
Soccer Official*	\$22.00/per game

\* Rates accompanied by an asterik are based upon those fee schedules established by the National Federation of State High School Associations.

FINING OF OFFICIALS

- |                    |        |                  |
|--------------------|--------|------------------|
| 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    |

10/10/97  
Copies to P+R  
Co. Act.  
Audit  
Finance