

OFFICIATING ANNUAL AGREEMENT

The Department of Recreation and Parks has identified a need to provide officiating services to our sports programs. Furthermore, the Department has need of a person with the unique abilities, skills, and expertise to provide officiating services and has established that the CONTRACTOR mentioned below does possess the required abilities, skills, and expertise.

The Department has determined this contract is for the performance of professional and expert services which can be performed more feasibly and economically by a CONTRACTOR than by employees of the CITY.

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

Therefore, the parties agree as follows:

- A. The CONTRACTOR shall perform officiating services as needed for the Department. The exact number of games and locations are to be determined by the Department.
- B. The Department shall pay the CONTRACTOR for all services, following verification of the completion of said service.
- C. Payment shall be processed following receipt of the completed game score card from the CONTRACTOR specifying the services performed.
- D. No other fees or other charges are to be part of this agreement.

Except for the active negligence or willful misconduct of CITY, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR’S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent, errors or omissions, or willful misconduct arising from the performance of this Agreement by the CONTRACTOR.

The term of the agreement shall be from 01/01/09 through 12/31/09, or until such time as either party notifies the other of its termination. Either party may terminate this agreement by giving the other party notice of such termination in writing at least five (5) days prior to the effective date thereof. In the event this agreement is terminated by the Department, Department shall compensate the CONTRACTOR for those portions of work satisfactorily completed prior to the effective date of such termination, less payment previously made by Department for said services, but shall not be liable for the cost of services performed or expenses incurred subsequent to termination.

PRINT NAME	SIGNATURE	SOCIAL SECURITY

Birth Date for Minors under 18

\_\_\_\_\_  
AUTHORIZED DEPARTMENT REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
DATE