



# CITY OF RAPID CITY

300 SIXTH STREET  
RAPID CITY, SOUTH DAKOTA 57701

LF081104-11

## PARKS AND RECREATION DEPARTMENT

Jerry W. Cole,  
Director  
(605) 394-4157

Lon VanDeusen,  
Parks & Cemetery  
Manager  
(605) 394-4175

Doug Lowe,  
Recreation Manager  
(605) 394-4168

James (JJ) Walraven  
Golf Superintendent  
(605) 394-4199

Duncan Olney  
Aquatics Manager  
(605) 394-5224

Parks and Recreation Memo

Date: 8-02-04

To: City Council Members

From: Jerry Cole, Parks and Recreation Director

Subject: Independent Contracts

**Recommendation:** Staff is recommending that City Council approve the Independent Contractor Contract for sport officials, scorekeepers and clock operators.

**Summary:** The Recreation Division would like to go from hiring sports officials as City employees for City leagues and tournaments to establishing an independent contract for sport officials and scorekeepers.

We feel that:

1. It would reduce the City's time and costs in that we would no longer have to pay: social security, and workmen's comp.
2. The contracted official would now be liable for workmen's comp.
3. Allows recreation staff to better perform their duties by having referees schedule under contract for game scheduling before the season.
4. Allows recreation staff easier tracking for financial purposes.
5. Better accountability for Recreation personnel of the leagues and tournaments.

**CITY OF RAPID CITY  
PARKS AND RECREATION**

**PROFESSIONAL SERVICES CONTRACT  
(Officials, Referees & Scorekeepers)**

The CITY OF RAPID CITY, Department of Parks and Recreation (hereinafter referred to as CITY) and \_\_\_\_\_ (hereinafter referred to as OFFICIAL), for and in consideration of the mutual covenants and benefits herein, do hereby agree that the CITY contracts with the OFFICIAL to furnish professional service skills in performing one or more of the services listed in Appendix A. Said services shall be performed in accordance with the terms and conditions outlined below and as scheduled by the City.

1. The CITY will compensate the OFFICIAL at the appropriate payment rate as established by the CITY in Appendix A. The OFFICIAL agrees to work at this established rate. The OFFICIAL understands that the CITY may change the rates in Appendix A periodically. The CITY shall notify the OFFICIAL of any such changes, and a revised Appendix A shall be signed by both parties and attached to this contract. Payment for the services in Appendix A shall be made by the CITY as dictated by the normal payment/voucher schedule of the Rapid City Finance Department.
2. The OFFICIAL shall use his/her best efforts to perform the services in a competent manner and in accordance with generally accepted standards for such services.
  - a. Show up for scheduled games at least 15 minutes before start of game.
  - b. Follow established rules of the game according national and local rules.
  - c. Control the participants and spectators and see to it that they adhere to building and games rules.
  - d. Turn all scores and accident/incident reports into Recreation offices within 24 hours of completion of game.
3. The parties agree that the OFFICIAL is an independent contractor and not an employee or agent of the CITY. The OFFICIAL hereby agrees not to make any representations to any third party or to allow such third party to remain under the misinterpretation that the OFFICIAL is an employee or agent of the CITY.
4. The CITY shall not be obligated to provide for income tax withholding, insurance benefits, or any benefits extended to an employee of the CITY. The OFFICIAL shall be personally responsible for all applicable taxes and shall hereby hold the CITY harmless.
5. The OFFICIAL shall, at his/her own cost, provide proper clothing and equipment needed for providing the services.

6. If a game is cancelled for any reason, the official's services will not be necessary and therefore payment will not issue.
7. The term of this Contract is one (1) year from the date of execution.
8. This Contract is renewable by agreement of the parties within thirty (30) days of its expiration.
9. This contract shall not be assigned by either party. Any attempt to do so, without the written consent of the other party, shall be void.
10. The OFFICIAL hereby agrees to indemnify, defend, and hold the CITY harmless from all loss or damage occasioned to it or to any third person or property by reason of any acts or omissions on the part of the OFFICIAL, sub-officials, agents, employees, or persons working directly or indirectly in the performance of the OFFICIAL, including joint acts or omissions.

OFFICIAL

CITY OF RAPID CITY  
Department of Parks & Recreation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Jerry Cole  
Parks and Recreation Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Day Phone

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Date Signed

## APPENDIX "A"

The OFFICIAL and CITY agree to the following professional services and payment terms:

A.	Head Judge Non Certified (NC)	\$16.00 per game
B.	Head Judge Certified ©	\$20.00 per game
A.	Football Referee (NC)	\$20.00 per game
B.	Football Referee ©	\$25.00 per game
C.	Basketball Referee (NC)	\$20.00 per game
D.	Basketball Referee ©	\$25.00 per game
E.	Basketball Scorekeeper/Timer	\$10.00 per game
F.	Volleyball Referee (NC)	\$16.00 per game
G.	Volleyball Referee ©	\$20.00 per game