

KICKBALL UMPIRE & SUPERVISOR AGREEMENT

This Agreement is made by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City" and ...PRINT YOUR NAME HERE..., hereinafter referred to as "Contractor". In consideration of the agreements and covenants herein, the parties hereto agree as follows:

1. For the period of time beginning not earlier than August 1, 2024, and ending not later than May 31, 2025, and in accordance with the following terms, City grants to Contractor the privilege of officiating City Recreational Kickball Leagues. In no event shall this Agreement extend longer than one year.
2. This Agreement permits City's Parks and Recreation Department staff to direct Contractor to any location where Contractor's services are needed. It is expressly agreed that Contractor, by virtue of this Agreement, is not an employee of City, and is an independent contractor. Contractor is not eligible to receive any City employee benefits, including, but not limited to overtime, retirement benefits, worker's compensation, sick leave, and injury leave.
3. The rate of pay for Kickball Umpiring will be: \$24/game. Each team will pay the umpire \$12 cash before the game begins. In the event of a team forfeit or no-show, the Team Sports Office will pay on claim. Field supervisors will be paid via claim. Contractor's claim sheets will be turned in every two weeks starting August 12, 2024.
4. Contractor agrees to: (a) furnish his/her own official Lincoln Parks and Recreation required umpire shirts/outerwear and/or official Lincoln Parks and Recreation orange supervisor's shirt, official Lincoln Parks and Recreation navy blue hat (available for purchase through the Team Sports office), appropriate navy blue, heather grey or black pants or shorts, (b) arrive no later than fifteen [15] minutes prior to first game and assist with site preparation, (c) to comply with all federal, state, and municipal laws, rules and regulations, health and safety guidelines, Directed Health Measures, and protocols.
5. In the event Contractor is unable to appear and officiate as scheduled, Contractor agrees to notify the Team Sports office by no later than 2:00 p.m. on the date Contractor is scheduled to officiate. Failure to so notify the Team Sports office could result in the suspension of Contractor for a period of one week and a deduction of one game's pay. Additional failure of notified absence, hereinafter referred to as "no-shows", could result in the termination of this Agreement.
6. Contractor shall conduct himself/herself in an official manner and he/she shall immediately report any unlawful conduct by participants to the site supervisor and/or to the Team Sports Office, 3131 'O' Street, Suite 300, Lincoln, NE 68510, (402) 441-7892. City reserves the right to exercise direction relating to the end result of this Agreement of Contractor.
7. *Contractor shall maintain liability insurance for the term of the agreement. Such insurance shall protect the Contractor from claims which may arise out of or result from the Contractor's operations under the agreement for which the Contractor may be legally liable. Such insurance shall be in an amount of not less than \$1,000,000 for Bodily Injury and Property Damage, combines single limit each occurrence and shall be endorsed with the City of Lincoln, its agents, and employees as additional insured. In addition, the Contractor extends accident insurance for Covered Persons and their related covered accident, subject to applicable conditions, limitations, and exclusions, which is not to exceed \$25,000 per referee. Contractor shall provide a \$20.00 registration fee for insurance from City at time of signed Agreement. Contractor will not be scheduled any contests unless he/she has paid the registration fee. Checks can be made out to "Lincoln Parks and Recreation."*
8. Contractor shall not discriminate against any person or persons in the performance of this Agreement, based on such person's race, color, national origin, religion, sex, disability, ancestry, age, or marital status, pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev Stat. § 48-1122.
9. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease **including COVID-19**, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting there from that is caused in whole or in part by the intentional or negligent act or omission of Contractor, or anyone for whose acts any of them may be liable. Contractor is not required to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of City. City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.
10. City has the right to terminate this Agreement for any reason for the City's own convenience. If the City terminates this Agreement for convenience, City shall provide a written notice of the same to Contractor. Upon termination, City shall pay Contractor for any services completed pursuant to this Agreement up to the date of termination.
11. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

PLEASE SIGN ON THE BACK

Dated this _____ day of _____, 20__.

CITY OF LINCOLN, NEBRASKA
Lynn Johnson, Director
Parks & Recreation Department

Date Insurance Paid

Cash \ Check Number

Vendor Number

Contractor Signature

Address

Zip

Home Phone

Work Phone

As an official in Team Sports, Lincoln Parks and Recreation Department, you are an independent contractor. Your Agreement permits the City of Lincoln Parks and Recreation Department Staff to direct you to any location where your services might be required. As an independent contractor you are not eligible to receive any City employee benefits. You shall be paid on a demand basis for services rendered and there shall be no withholding from your payment for taxes, social security, etc. However, should you earn \$600.00 or more during a calendar year, you will receive a 1099 Form to inform you of the amount you have earned.

UNITED STATES CITIZENSHIP ATTESTATION FORM

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

____ I am a citizen of the United States.

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

DATE: ____/____/20____

OR

If you are an alien, please complete...

____ I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the contractor may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

DATE: ____/____/20____