

12. **Closed Session:**

To consider a motion to convene in Closed Session under Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

- Tornado Youth Hockey Contract
- Nathan Hills Estates
- Staff Compensation Review in light of FLSA changes.

If any action is required in Open Session, as the result of the Closed Session, the Board will reconvene in Open Session to take the necessary action and/or continue on with the printed agenda.

Adjournment

**RECREATION PROGRAM COORDINATOR AGREEMENT
(INDEPENDENT CONTRACTOR)**

This Agreement is entered into this ____ day of May, 2016, by and between the City of Onalaska (hereinafter "City"), and _____ (hereinafter "Coordinator") as coordinator for the _____ (the "Recreation Program").

WHEREAS, the Coordinator is running the Recreation Program in the City of Onalaska for youth or adult sports and recreation from _____ to _____ and

WHEREAS, the City seeks to retain Coordinator to operate and manage the Recreation Program and Coordinator desires to perform the services pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. The City agrees to retain Coordinator and Coordinator agrees to set up and coordinate the Recreation Program, as more particularly described on the attached Exhibit A.
2. Coordinator shall be responsible for and have sole oversight over the planning, running and execution of the Recreation Program as an Independent Contractor, including hiring, scheduling and payment of any referees or umpires. Coordinator shall at all times have sole control over the manner, means and methods of performing the services required by this agreement according to Coordinator's own independent judgment.
3. The City agrees to provide the venue, standard recreation equipment and the items listed on Exhibit A and to process the collection of the registration money for the Recreation Program.
4. The City of Onalaska will collect the registration fees and retain the City's Portion of the registration fees. The City of Onalaska shall pay an amount equal to \$_____ per registrant to the Coordinator who shall be solely responsible for all program costs not set forth in Section 3 and Exhibit A.
5. Coordinator shall ensure that all participants of the Recreation Program sign a waiver and indemnification in a form approved by the City.
6. Coordinator acknowledges that Coordinator is an independent contractor and not an employee of the City. Coordinator shall have no authority to enter into contracts or agreements on behalf of City. This Agreement does not create a partnership between the parties. Coordinator shall be solely responsible for the costs of all equipment, supplies, resources and

Comment [S01]: (this is where the shirts etc would be described)

office supplies necessary to coordinate and run the Recreation Program except those provided toby the City as set forth in Section 3 and on Exhibit A.

7. Coordinator will comply with all applicable facility, City, local, state and/or federal laws, rules and regulations.

8. The parties intend that any dispute or controversy arising out of or relating to the Agreement, be resolved informally, if possible, through good faith negotiation. Therefore, in the event of a dispute or controversy, the parties shall promptly notify each other, in writing, of the specifics of such dispute or controversy and arrange to meet in an attempt to reach a resolution of the dispute or controversy.

9. Coordinator assumes all risks of liability for injury or damages sustained against Coordinator's person or property while acting in Coordinator's capacity as Coordinator or while in transit to or from an Recreation Program game. Further, Coordinator agrees to indemnify City from any and all liability which results from intentional or negligent conduct of Coordinator, while acting in Coordinator's capacity as a Coordinator, or while in transit to or from an Recreation Program.

10. This Agreement may not be modified except in writing signed by both parties.

11. The parties signing this Agreement represent that they do so with full authority.

IN WITNESS WHEREOF, the Coordinator and the City, by its Mayor and City Clerk, have caused this agreement to be executed the day and year first above written.

CITY OF ONALASKA

COORDINATOR

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

CITY OF ONALASKA OFFICIAL/REFEREE INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the City of Onalaska (hereafter, "City"), to create a non-exclusive Independent Contractor Relationship with the undersigned OFFICIAL/OFFICIAL/REFEREE, (hereafter referred to as "OFFICIAL/OFFICIAL/REFEREE") for the _____ (the "Activity").
- A. OFFICIAL/REFEREE acknowledges and agrees that OFFICIAL/REFEREE is not entitled to any benefits or protections afforded employees of the City or bound by any obligations of employees of the City. OFFICIAL/REFEREE understands and fully agrees that OFFICIAL/REFEREE will not be covered under provisions of the unemployment compensation insurance of the City or the workers' compensation insurance of the City and that any injury or property damage on the job will be OFFICIAL/REFEREE's sole responsibility and not the City's. Also, it is understood that OFFICIAL/REFEREE is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the City and therefore, OFFICIAL/REFEREE will be solely responsible for OFFICIAL/REFEREE's own actions.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. OFFICIAL/REFEREE may engage in other business activities and provide similar services to other entities and business.
- C. OFFICIAL/REFEREE agrees not to hold him/herself out as an employee or joint employee of the City to members of the public.
- D. OFFICIAL/REFEREE acknowledges and agrees that OFFICIAL/REFEREE is solely responsible to pay all applicable Federal, State and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance, FICA and worker's compensation insurance on behalf of OFFICIAL/REFEREE.
- E. OFFICIAL/OFFICIAL/REFEREE intends to be paid less than \$650 by the City this year.
- II. OFFICIAL/REFEREE may be assigned from time to time by City of Onalaska Park and Recreation Department for games at the Activity. OFFICIAL/REFEREE shall maintain all applicable certifications and/or licenses, and shall comply with all rules and regulations applicable to the officiating and conduct of the Activity. A copy of all league rules and regulations will be provided to the OFFICIAL/REFEREE prior to the start of the Activity.
- III. OFFICIAL/REFEREE shall at all times have sole control over the manner, means and methods of performing the services required by this agreement according to OFFICIAL/REFEREE's own independent judgment.
- IV.
- A. The 2016 fee for each assigned game shall be \$ _____ per game depending on age level of games being officiated. The City is obligated to pay only the contract rate for each game that OFFICIAL/REFEREE officiates, which has been agreed to between the parties and set forth on Exhibit A.
- B. OFFICIAL/REFEREE shall be properly attired and shall report to the assigned playing sight fifteen (15) minutes prior to game time. OFFICIAL/REFEREE is expected to begin a game immediately upon his/her arrival in the event s/he has arrived late. If OFFICIAL/REFEREE arrives 30 minutes or more late, then only one-half (1/2) of the contracted fee will be given as compensation.
- C. Any canceled or postponed game will be paid in full unless a sixty (60) minute Official/Referee Agreement notice is given.
- D. In the event the OFFICIAL/REFEREE fails to arrive for an assigned game, the City will not submit payment for that game.

- E. The City will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. OFFICIAL/REFEREE will provide to the City a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- V. OFFICIAL/REFEREE acknowledges and agrees that OFFICIAL/REFEREE is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to between the parties.
- VI. OFFICIAL/REFEREE will comply with all applicable facility, City, local, state and/or federal laws, rules and regulations. OFFICIAL/REFEREE is further expected to encourage fair play and sportsmanship.
- VII. OFFICIAL/REFEREE acknowledges that officiating is a strenuous and dangerous activity. OFFICIAL/REFEREE assumes all risks of liability for injury or damages sustained against OFFICIAL/REFEREE's person or property while acting in OFFICIAL/REFEREE's capacity as a OFFICIAL/REFEREE or while in transit to or from a game. Further, OFFICIAL/REFEREE agrees to indemnify City from any and all liability which results from intentional or negligent conduct of OFFICIAL/REFEREE, while acting in OFFICIAL/REFEREE's capacity as a OFFICIAL/REFEREE, or while in transit to or from a game.
- VIII. The City may terminate this contractual agreement in the event of contract breach or until either party provides five (5) days written notice of their intent to terminate the agreement for any reason. OFFICIAL/REFEREE shall have financial responsibility to the City for reasonable costs incurred by the City including the cost of obtaining replacement services.
- IX. OFFICIAL/REFEREE shall have no authority to enter into contracts or agreements on behalf of City. This Agreement does not create a partnership between the parties.
- X. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by OFFICIAL/REFEREE and shall automatically expire at the end of the Activity.
- XI. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Wisconsin.

Agreed to by OFFICIAL/REFEREE:

 Authorized Signature of OFFICIAL/REFEREE
 or Parent/Legal Guardian if OFFICIAL/REFEREE
 is below age of 18

 (Print OFFICIAL/REFEREE Name)

Date: _____

Contact Information:

 Address

 Home Phone

 Cell Phone

 E-mail address