



# City of Grand Island

Tuesday, March 22, 2005

Council Session

## Item G17

**#2005-90- Approving Agreement with Northwest Baseball/Softball Association**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** March 22, 2005

**Subject :** Approving agreement with Northwest Baseball/Softball Organization

**Item #'s:** G-17

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

Since July 26, 1995 the City of Grand Island has cooperated with the Northwest Baseball organization to provide youth activities. The arrangement between the city and the Northwest organization has been guided by a signed agreement. The current agreement with the Northwest Baseball/Softball Association expires this year , thereby requiring a new document..

## **Discussion**

A new contract is before the City Council for consideration. The only recommended change to the contract is to make the contract automatically renewable until which time the City or Northwest Baseball/Softball Association request to modify it.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the agreement
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City staff recommends the approval of the new contract.

## **Sample Motion**

Motion to approve agreement with Northwest Baseball/Softball Association.

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **NORTHWEST BASEBALL/SOFTBALL ASSOCIATION**, hereinafter referred to as "Northwest."

WHEREAS, the City sponsors a Little League baseball program each summer at the city parks for the children of Grand Island; and

WHEREAS, Northwest has in the past provided the necessary instruction, baseball equipment, grounds and maintenance personnel, league schedules, and other services relating to the implementation of said baseball programs; and

WHEREAS, the City and Northwest desire to continue their relationship to provide said baseball program under the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and Northwest agree as follows:

1. **SERVICES.** Northwest will provide the administration of the baseball program, hire the umpires, schedule games and tournaments, provide equipment and uniforms, provide an employee to chalk and drag the infield, and provide direct infield maintenance. The City will provide overall facility maintenance, including bleacher repair, irrigation operation and repair, electrical work with respect to field lighting, and general mowing.

2. **COMPENSATION.** In consideration of Northwest performing the services provided for in this agreement, the City agrees to pay Northwest an amount up to Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) each fiscal year, subject to Northwest submitting to the City, receipts of amounts expended totaling at least Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) with respect to said baseball program.

3. **TERM.** The terms of this agreement shall be from April 1, 2005 to September 30, 2010. The agreement shall be automatically extended in one (1) year increments thereafter, upon the same terms and conditions unless terminated by either party as provided herein. It is specially agreed and understood that either party shall have the right to terminate this agreement by giving the other party sixty (60) days written notice in advance of the termination date. This agreement shall immediately terminate in the event either party defaults or fails to perform any of its obligations or conditions set forth herein.

4. **ASSIGNABILITY.** This agreement shall not be assigned in whole or in part without prior written consent of the City.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and Northwest notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Jay Vavricek, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

NORTHWEST BASEBALL/SOFTBALL  
ASSOCIATION,

By: \_\_\_\_\_  
Ken Thompson, President

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ken Thompson, President of the Northwest Baseball/Softball Association, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of the association.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2005-90

WHEREAS, the City of Grand Island subsidizes the Northwest Baseball/Softball Association to provide baseball programs each summer at City parks; and

WHEREAS, Northwest Baseball/Softball Association provides the necessary instruction, baseball equipment, grounds and maintenance personnel, league schedules, and other services relating to the implementation of the baseball programs; and

WHEREAS, it is recommended that funding to Northwest Baseball/Softball Association in the amount of \$2,875 each fiscal year be approved for providing such services; and

WHEREAS, an agreement for such services has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement by and between the City and Northwest Baseball/Softball Association for the provision of summer baseball leagues, in accordance with the terms of the agreement is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2005.

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 17, 2005	☐ City Attorney