



City of Grand Island

Tuesday, March 22, 2005

Council Session

Item G18

#2005-91- Approving Agreement with Grand Island Softball Association

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: March 22, 2005

Subject: Approving Agreement with Grand Island Softball Association

Item #'s: G-18

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

Background

Since the early 1970's the City of Grand Island has cooperated with the Grand Island Softball Association to provide softball opportunities to residents. The arrangement between the organization and the city has been guided by a signed agreement. The agreement with the Grand Island Softball Association has expired.

Discussion

The agreement before the City Council reflects two changes from the current contract. The first item changes the contract to being indefinitely renewable until which time either party wished to renegotiate the agreement. The second change reflects an increase of the user fee by \$1.00 every two years.

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 Administration recommends that Council approve the agreement with the Grand Island Softball Association.

Sample Motion

Motion to approve agreement with the Grand Island Softball Association..

A G R E E M E N T

THIS AGREEMENT dated this _____ day of _____ 2005, by and between the CITY OF GRAND ISLAND, Hall County, Nebraska, hereinafter referred to as "City", and GRAND ISLAND SOFTBALL ASSOCIATION, INC., a Nebraska non-profit corporation, hereinafter referred to as "GISBA."

WHEREAS, GISBA has accepted the responsibility for organizing and supervising the softball program and taking on more responsibility in future years; and

WHEREAS, the City has agreed to provide maintenance of the playing fields; and

WHEREAS, each party wishes to set its obligations and duties in writing.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, it is agreed as follows:

1. TERM: The term of this agreement shall be from April 15, 2005 to April 15, 2010. The agreement shall be automatically extended in one (1) year increments thereafter, upon the same terms and conditions unless modified in writing with the mutual consent of both parties or terminated:
 - (A) By service of a 60-day written notice of termination by either party; or
 - (B) By service of 60-day written notice of intent to renegotiate by either party.
2. DEFINITIONS: Playing Fields shall mean:
 - (A) Fonner Park Fields One, Two and Three.
 - (B) Any other field created by the City which the City authorized for league softball.
3. CITY OBLIGATIONS:
 - (A) Routine Maintenance:

- (1) To water and mow all playing fields as needed to maintain the fields in good, playable, and safe condition.
 - (2) To maintain all drinking fountains serving playing fields in good, operable condition.
 - (3) To maintain backstops, benches, and bleachers serving playing fields in good, safe condition.
 - (4) To maintain all existing and new fences (and gates) surrounding playing fields in safe, playable, and operable condition.
 - (5) To provide adequate receptacles for trash and debris, and to provide pickup of trash on a regular and frequent schedule.
 - (6) To provide all the lime necessary and the chalker for the chalking of the fields.
 - (7) To provide one set of new bases for each field per season, and to insure that all bases and anchors are in safe and operable condition.
 - (8) To chalk all fields during the season.
 - (9) To pay for energy costs associated with lighting for the playing fields.
 - (10) To provide the opportunity for GISBA to voice any concerns to the Parks and Recreation Department of the City.
 - (11) To dedicate all user fees collected hereunder by GISBA to the maintenance and improvement of the physical plant of the softball fields used by GISBA.
- (B) **SPECIAL MAINTENANCE:** To provide at the beginning of the season properly setup infields and outfields for softball play, with such dirt and leveling as is needed, and to maintain the fields during the season in good, safe, playable condition.

4. GISBA OBLIGATIONS:

- (A) General obligations:
- (1) To provide all scheduling of games, handle all leagues, complaints, and all other administrative duties in regard to softball activities.
 - (2) To provide all trophies or awards for league participation.

- (3) To chalk all fields as needed during the absence of Parks Department employees.
- (4) To stress the need for cleanliness of the parks and playing fields to members, and to provide for sanctions in the event that rules and regulations of the City are not followed.
- (5) To strictly enforce all rules and regulations of the City concerning use of public playing fields.
- (6) To assist with and cooperate with the City in all areas to promote recreational activities in Grand Island.
- (7) GISBA shall be solely liable for, and indemnify the City against, all claims for damages to persons or property resulting from the GISBA's maintenance work performed pursuant to paragraph 4(B) of this agreement.
- (8) GISBA shall be solely liable for, and indemnify the City against, all claims for damages to persons or property resulting from the activities and operations conducted, supervised, managed, or assumed, by GISBA hereunder.
- (9) GISBA shall collect a user fee from each participant in the softball program. The fee for the 2005 softball season shall be \$10.00 per person. All fees shall be paid by GISBA to the City by delivery to the Parks & Recreation Department within thirty (30) days after receipt.

<u>Season</u>	<u>Amount</u>
2006	\$11.00 per person
2007	\$11.00 per person
2008	\$12.00 per person
2009	\$12.00 per person
2010	\$13.00 per person

Fees for softball seasons after 2010 shall increase by \$1.00 per person every other year that the contract remains in force.

(B) THE GISBA IS PROHIBITED FROM THE FOLLOWING ACTS:

- (1) Operating motorized or self-propelled vehicles or equipment on the premises;
- (2) Adding soils or foreign materials to the ball field;
- (3) Using anything other than hand tools for the raking or leveling of the ball field;

- (4) Using or permitting the use of the hurricane fences located on the premises for backstops during practice drills, unless said fences are protected by padding approved by the City; and
- (5) Use of the underground irrigation system.

5. JOINT OBLIGATIONS:

(A) Tournaments:

- (1) The City agrees to provide for routine maintenance during the season. For all tournaments other than those conducted by the GISBA a fee of \$50.00 per day will be charged to the tournament sponsor for field maintenance and use. This fee must be paid to the Parks and Recreation Department prior to the tournament.
- (2) Tournaments other than those provided by the GISBA shall be authorized and scheduled by the City of Grand Island Parks & Recreation Department.

(B) Both parties agree that each will extend to the other full cooperation to insure that the softball league season is successful.

(C) Parties to be contacted for the purposes of implementing this Agreement are:

City:	Parks & Recreation Director	385-5444 ext. 290
GISBA:	Darrell Randolph	381-8139

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

GRAND ISLAND SOFTBALL ASSOCIATION,
INC., A Nebraska non-profit corporation,

By: _____
Darrell Randolph, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing document was executed before me on _____, 2005, by Darrell Randolph, President of the Grand Island Softball Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.

Notary Public

Approved as to form by City Attorney

RESOLUTION 2005-91

WHEREAS, the Grand Island Softball Association, Inc., a Nebraska non-profit corporation, has accepted responsibility for organizing and supervising the softball program at the Fonner Park Softball Complex; and

WHEREAS, the City of Grand Island has agreed to provide maintenance of the playing fields; and

WHEREAS, a formal agreement has been agreed to by the City and the Grand Island Softball Association, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute on behalf of the City of Grand Island, an agreement with the Grand Island Softball Association, Inc., a Nebraska non-profit corporation, whereby the Grand Island Softball Association, Inc. will organize and supervise the softball program at Fonner Park Softball Complex, and the City will provide maintenance, in accordance with the terms of the agreement.

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

RaNae Edwards, City Clerk