City of Grand Island

Tuesday, December 11, 2007
Study Session/Special Mtg

Item I1

#2007-317 - Consideration of Intent to Renegotiate the ABCD Girls Softball Association Agreement

This item will take place at a Special Meeting immediately following the Study Session.

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: December 11, 2007

Subject: ABCD Girls Softball Association Agreement

Item #'s: I-1

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

Background

The ABCD Girls Softball Program (GSA) has been in existence for over 43 years. The program has used the fields at Ryder Park the entire time. Over the years, fields have been added to the GSA contract. Today the GSA uses a total of six fields, all located in Ryder Park.

Two years ago Mr. Mark Galvan created the Central Nebraska Girls Softball Association (CNGSA). The City has assisted the program by providing field maintenance and paid for contracted labor to assist the program. The CNGSA currently uses three fields, two at Grand Island Senior High and one on VFW property located on Capital Avenue.

Last year Mr. Galvan, on behalf of the CNGSA, requested that the City terminate its agreement with GSA and allow the CNGSA program the opportunity to use the Ryder Park fields. Council elected to leave the agreement in place and denied the request of Mr. Galvan, on behalf of the CNGSA, to terminate the agreement.

Discussion

A request by Mr. Galvan, on behalf of the CNGSA comes before you again (see attached request) to terminate the agreement between the City and GSA and to allow the CNGSA the opportunity to use the fields.

Alternatives

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

1. Move to approve
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 the Council vote to renegotiate the contract. Staff will return to Council at a later date with a proposed agreement.

Sample Motion

Move to renegotiate the contract currently in place with the ABCD Girls Softball Association.

Dear City Council Members,

The Central Nebraska Girls Softball Association (CNGSA) would like to submit this letter to contest the contract for the use of the softball fields at Ryder Park. Please let us know if we will need to appear in front of the council in the future and we will be happy to have a representative from our league present at the council meeting.

Sincerely,

Mark Galvan

cc: Mayor
Admin
Legal
Parks

11-30-07

AGREEMENT

THIS AGREEMENT dated this 9 day of May, 1994, by and between the CITY OF GRAND ISLAND, Hall County, Nebraska, hereinafter referred to as "City", and ABCD GIRLS SOFTBALL ASSOCIATION, hereinafter referred to as "GSA".

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

WHEREAS, the City has agreed to provide maintenance and expansion of the present and future 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 January 15, 1994, to January 15, 1999. The agreement shall be automatically extended in one year increments thereafter upon the same terms and conditions unless terminated:

   A. by service of notice of termination by either party on or before December 15 of any year this agreement continues in full force and effect; or

   B. by service of notice of intent to renegotiate by either party on or before

December 15 of any year this agreement continues in full force and effect.

2. DEFINITIONS: Playing Fields shall mean:

   A. Ryder Park Fields A, B, Three, and the "Pit"

   B. Any other field created by the City which the City authorizes 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 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 work week and to provide for routine maintenance of the playing fields during the Nebraska State Girls' Softball Tournament.

      9. To pay for energy costs associated with lighting for the playing fields.

10. To provide the opportunity for GSA to voice any concerns to the committee of the Parks and Recreation Department of the City.

B. Special Maintenance:

1. To provide at the beginning of the 1994 season properly set up 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.

2. GSA may chalk, drag, and water the fields before, during and between games when the Parks Department employees are absent.

4. GSA 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, unless otherwise agreed to by the City.

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. GSA shall be solely liable for, and indemnify the City against, all claims and damages to persons or property resulting from GSA's maintenance work performed pursuant to paragraph 3 B 2 above.

8. GSA 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 GSA hereunder.

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

CITY OF GRAND ISLAND, NEBRASKA

by _____
Ernest L. Dobesh, Mayor

Attest:

_____
Cindy Cartwright, City Clerk

ABCD GIRLS SOFTBALL ASSOCIATION

by _____
Bob Sorensen, Grand Island
Softball Commissioner

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT dated this 9 day of May, 1994, by and among the CITY OF GRAND ISLAND, Hall County, Nebraska, hereinafter referred to as "City"; the GRAND ISLAND SOFTBALL ASSOCIATION, INC., a Nebraska non-profit corporation, hereinafter referred to as "GISBA"; and ABCD GIRLS SOFTBALL ASSOCIATION, hereinafter referred to as "GSA".

WHEREAS, on April 18, 1990, GISBA entered into an agreement with the City authorizing GISBA to use the City's Ryder Park Fields One and Two for the purpose of GISBA's organized softball program, which agreement remains in effect until terminated; and

WHEREAS, on this same date, GSA entered into an agreement with the City authorizing GSA to use the City's Ryder Park Fields A, B, Three, and the "Pit" for the purpose of GSA's organized softball program, which agreement remains in effect until terminated; and

WHEREAS, GISBA desires to allow GSA to use Ryder Park Fields One and Two when GISBA does not need them; and

WHEREAS the City, GSA and GISBA have all agreed to enter into this Supplemental Agreement for the purpose of specifying the use of the City's Ryder Park Fields One and

Two by GSA when not needed by GISBA;

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

1. TERM: The term of this agreement shall be from January 15, 1994 to January 15, 1995. The agreement shall be automatically extended in one year increments thereafter upon the same terms and conditions unless terminated:

   A. by service of notice of termination by any party on or before December 15 of any year this agreement continues in full force and effect; or

   B. by service of notice of intent to renegotiate by any party on or before December 15 of any year this agreement continues in full force and effect.

2. CONDITIONS: GISBA hereby grants to GSA its use of the City owned softball fields in Ryder Park designated Fields One and Two subject to the following conditions:

   A. GSA shall abide by and be subject to all conditions for the use of said fields as set forth in the agreement between the City and GISBA, attached hereto as Exhibit A, excluding paragraph 4 A 9, which pertains to user fees;

   B. GISBA shall retain the use of Field One in the event it acquires an additional eight (8) teams in its organization from its 1994 enrollment of 103 teams. GISBA agrees to give notice to GSA no later than April 15th of the year in which it intends to retain the use of Field One, unless otherwise agreed to by GSA;

   C. GISBA shall retain the use of both Fields One and Two in the event it acquires an additional sixteen (16) teams in its organization from its 1994 enrollment of 103 teams. GISBA agrees to give notice to GSA no later than April 15th of the year prior to the year in which GISBA intends to retain the use of both Fields One and Two, unless otherwise agreed to by GSA;

   D. Both GISBA and GSA agree that in the event of a dispute over the use of said playing fields under this agreement, the final decision shall rest with the City;

   E. Neither GISBA nor GSA shall assign this agreement without the express consent of the City in writing.

3. EFFECT OF OTHER AGREEMENTS: In the event GISBA retains the use of either or both Fields One and Two pursuant to this agreement, it shall remain subject to all conditions for the use of said fields as set forth in the agreement between the City and

GISBA and attached hereto as Exhibit A.

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

CITY OF GRAND ISLAND, NEBRASKA

By _____
Ernest L. Dobesh, Mayor

ATTEST:

_____
Cindy Cartwright, City Clerk

GRAND ISLAND SOFTBALL ASSOCIATION

By _____
Darrell Randolph, President

ABCD GIRLS SOFTBALL ASSOCIATION

By _____
Bob Sorensen, Grand Island Softball Commissioner

R E S O L U T I O N 2007-317

WHEREAS, it is beneficial for the City of Grand Island to renegotiate the contract currently in place with the ABCD Girls Softball Association.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Administrator or his designee is hereby authorized to renegotiate the contract currently in place with ABCD Girls Softball Association.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 11, 2007.

_____
Margaret Hornady, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
December 7, 2007 ¤ City Attorney