

# **City of Scottsbluff, Nebraska**

**Monday, March 21, 2016**

**Regular Meeting**

## **Item Reports7**

**Council to consider the contract for a Softball / Umpire  
Coordinator and authorize the Mayor to execute the agreement.**

**Staff Contact: Perry Mader, Park and Rec Director**

# Agenda Statement

Item No.

For meeting of: March 21<sup>st</sup>, 2016

**AGENDA TITLE:** Council to approve contract for Softball/Umpire Coordinator.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Parks and Recreation

**PRESENTATION BY:** City Manager Rick Kuckkahn

**SUMMARY EXPLANATION:** The Parks and Recreation Department would like to contract Josh Hodges for the position of Softball/Umpire Coordinator for the City softball leagues. Contract attached.

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### EXHIBITS

Resolution x

Ordinance

Contract

Minutes

Plan/Map

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes  No  Further Instructions

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

City Manager

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Rev 3/1/99CClerk

## AGREEMENT

This Agreement entered into by and between JOSH HODGES, hereinafter referred to as "HODGES" and the CITY OF SCOTTSBLUFF, NEBRASKA, hereinafter referred to as "CITY."

HODGES agrees to furnish the CITY, Amateur Softball Association (ASA) sanctioned umpires for the CITY's Adult Men's, Women's, and Co-ed softball program for the 2016 Adult Men's, Women's, and Co-ed softball season.

HODGES also agrees to act as the program coordinator for the CITY's adult softball program for the period April 1, 2016 through August 30, 2016.

The parties agree that the CITY will continue to provide fields for the CITY's Adult Men's, Women's, and Co-ed softball league programs ("fields"). The parties further agree that this AGREEMENT shall be renewable, annually, for each successive softball season, until either party terminates this AGREEMENT upon thirty (30) days' written notice.

HODGES' responsibilities as to furnishing ASA sanctioned umpires are as follows:

1. To furnish a minimum of one (1) umpire per field, per game for each division.
2. To insure that the umpire assignments are covered.
3. If the need arises, insure replacement umpires are assigned.
4. To insure that all umpires assigned are versed on the respective CITY league (Men's, Women's and Co-ed) rules and regulations as well as ASA rules and regulations.
5. To insure that assigned umpires arrive at their assigned games at least 15 minutes prior to the scheduled time of the game to insure the continuity of staying as close as possible to game schedules.
6. To submit to the CITY a hard copy of the Umpire Schedule for all divisions of league play prior to the league games being played.
7. Allow the CITY the right to air concerns to HODGES regarding umpiring quality, attendance, behavior and establish remedies, acceptable to both parties regarding these concerns.

8. Assess, by use of Voucher, appropriate umpire fees as follows:

1)	Adult Men's A and B Divisions (per umpire)	\$ 18.00
2)	Adult Men's C Division (per umpire)	\$ 18.00
3)	Adult Women's and Adult Co-ed (per umpire)	\$ 18.00
4)	Umpires who continue to work after 11:00 p.m. will be paid this additional amount, beginning at 11:00 p.m.	\$ 5.00
5)	Tournament rates for any Division (per umpire)	\$ 18.00
6)	Tournament U.I.C.	
	a) For every team in Tournament	\$ 3.00
	b) Or	\$ 50.00
	Whichever is greater	

HODGES' responsibilities as to the program coordinator are as follows:

1. Coordinate with the CITY's Recreation Supervisor in the advertising and promotion of the CITY's adult softball program;
2. Prepare and disseminate league rules and regulations;
3. Assist with league meetings, league registration, and league rosters;
4. Develop a program schedule guaranteeing eighteen games for all teams in the men's and women's leagues, and one round-robin guarantee in the co-ed league, and further guaranteeing all teams two games in a double elimination tournament at the end of their season;
5. Notify and post rained out, postponed games and other schedule changes so as to maintain continuity and harmony within the league schedules and to enable each team to have the number of games that it was guaranteed;
6. Maintain and provide the CITY with league records, league standings and league expenditures, including but not limited to equipment needs and program expenses;
7. Communicate with the CITY's Recreation Supervisor, or their designee, regarding past, current or future recommended program changes;
8. To be at the fields or have a designee at the fields to address league issues and concerns, schedule changes, prepare and post tournament information, interpret league rules and regulations, interpret ASA rules and regulations, resolve disputes

and protests, enforce CITY rules and regulations, and insure participants are aware of CITY ordinances and statutory laws;

9. Establish, develop and maintain uniformity and parity in the level of play, regarding the various provisions of play;
10. Insure that all equipment is properly secured and all electrical equipment turned off after the conclusion of the final games;
11. Notify the CITY's Recreation Supervisor of any program or equipment needs;
12. Address other program needs or issues that the CITY may deem necessary, including maintenance, upkeep and concessions.

All fees paid to the CITY for the softball program will be collected at Scottsbluff City Hall, 2525 Circle Drive, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. HODGES will not accept any payments unless specifically directed to do so by the City's Recreation Supervisor.

The CITY is responsible for all field preparations. The CITY will notify HODGES of any fields that may not be playable.

HODGES will act as an independent contractor and not as an employee of the CITY. HODGES' compensation will be as set forth in this Agreement and will not include any benefits of any type which are payable to CITY employees. The CITY shall have no right to control the manner in which HODGES accomplishes his duties. HODGES may employ assistants to assist in carrying out his obligations. Other than the playing fields themselves, all equipment, tools and other things reasonably necessary for HODGES to carry out his obligations under this Agreement will be provided by HODGES.

During the term of this Agreement, HODGES will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the CITY as an additional insured. A certificate in a form acceptable to the CITY will be furnished to the CITY before HODGES begins the performance of his duties.

CITY's responsibilities are as follows:

1. CITY reserves the right to access financial and schedule records to insure umpired games match actual games and payment information.

2. For his services, HODGES will be paid the sum of \$4,800.00 in five equal monthly installments. Such payments will be made after the following dates:

\$960.00 - April 5, 2016  
\$960.00 - May 3, 2016  
\$960.00 - June 7, 2016  
\$960.00 - July 5, 2016  
\$960.00 - August 2, 2016

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF, NEBRASKA,

\_\_\_\_\_  
Josh Hodges

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk