

# **City of Scottsbluff, Nebraska**

**Monday, May 2, 2016**

**Regular Meeting**

## **Item Reports4**

**Council to approve the agreement with Teresa Gonzales for concession services at Lacy Park.**

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

# Agenda Statement

Item No.

For meeting of: May 2nd, 2016

**AGENDA TITLE:** Council to approve contract for Lacy Park concessions.

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

**PRESENTATION BY:** City Manager Nathan Johnson

**SUMMARY EXPLANATION:** The Parks and Recreation Department is requesting approval to contract Teresa Gonzales to operate concessions at Lacy Park for City softball leagues. The City will receive \$100 a month rent from Ms. Gonzales. Ms. Gonzales has provided the necessary insurance required to operate the concession stand.

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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 is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Teresa Gonzales (hereinafter called "Gonzales").

1. The CITY grants to Gonzales the privilege of operating a concession stand at Lacy Park for the period May 3, 2016 through approximately August 17, 2016, depending upon the schedule of final tournament. Gonzales may use all equipment belonging to the CITY located within the concession stand. For this privilege, Gonzales will pay to the CITY the sum of \$100.00 per month for the months of May 2016, June 2016, and July 2016. In addition, Gonzales will pay to the CITY the sum of \$50.00 for the month of August 2016, for a sum total of \$350.00. Such payments will be made at City Hall on or before the fifth day of each month.

2. Gonzales will open the concession stand no later than six o'clock p.m. and close it no earlier than 9:30 p.m. each night CITY softball league games are held for the term of this Agreement. Gonzales will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, Gonzales is not required to keep the concession stand open during that period of time. Gonzales will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by Gonzales. Gonzales shall keep all equipment in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefore, provided however that such prices shall be reasonable.

5. Gonzales will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. Gonzales will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which Gonzales carries out her obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of Gonzales, and the CITY shall have no claim to such profits. Any losses incurred by Gonzales in the operation of the concession stand shall be borne by Gonzales and the CITY shall have no obligation to reimburse any portion of such loss to Gonzales. Gonzales may employ subcontractors or others to assist in the carrying out of Gonzales' obligations. All products sold at the concession stand will be provided by Gonzales at Gonzales' expense.

7. During the term of this Agreement, Gonzales 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 Gonzales is allowed access to the City's facilities.

8. This Agreement may be terminated by the CITY at anytime.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

DATED: \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF, NEBRASKA

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

\_\_\_\_\_  
Teresa Gonzales

Attest:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Classic One Insurance P.O. Box 2513  Scottsbluff NE 69363-2513  <b>INSURED</b> Teresa Gonzalez 922 East Overland  Scottsbluff NE 69361	<b>CONTACT</b> Karen Mecklem NAME: PHONE (A/C, No., Ext.): (308) 632-7262 FAX (A/C, No.): (308) 635-3311 E-MAIL: ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Capitol Indemnity Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Capitol Indemnity Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: CL1642202415** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	DINDER	4/22/2016	10/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lacy Park, Scottsbluff, NE 69361-Certificate Holder is Additional Insured.

<b>CERTIFICATE HOLDER</b> (308) 630-6294  City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Karen Mecklem/KKM
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