

# **City of Scottsbluff, Nebraska**

**Tuesday, February 21, 2017**

**Regular Meeting**

## **Item Reports1**

**Council to consider a contract with Kirk Bernhardt as the City's Softball Coordinator and authorize the Mayor to execute the contract.**

**Staff Contact: Triniti Burgner, Recreation Supervisor**

# Agenda Statement

Item No.

For meeting of: February 21, 2017

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

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

**PRESENTATION BY:** City Manager Rick Kuckkahn

**SUMMARY EXPLANATION:** The Parks and Recreation Department is requesting permission to contract Kirk Bernhardt for softball coordinator. Contract is 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 KIRK BERNHARDT, hereinafter referred to as BERNHARDT and the CITY OF SCOTTSBLUFF, NEBRASKA, hereinafter referred to as CITY.

BERNHARDT 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 2017 Adult Men's, Women's, and Co-ed softball season.

BERNHARDT also agrees to act as the program coordinator for the CITY's adult softball program for the period April 1, 2017 through August 30, 2017.

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.

BERNHARDT'S 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 BERNHARDT 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.	

BERNHARDT'S responsibilities as 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 game;
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 7:30 a.m. and 4:00 p.m., Monday through Friday. BERNHARDT 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 BERNHARDT of any fields that may not be playable.

BERNHART will act as an independent contractor and not as an employee of the CITY. BERNHARDT'S 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 BERNHARDT accomplishes his responsibilities. BERNHARDT may employ assistants to assist in carrying out his responsibilities. Other than the playing fields themselves, all equipment, tools and other things reasonably necessary for BERNHARDT to carry out his responsibilities under this AGREEMENT will be provided by BERNHARDT.

During the term of this AGREEMENT, BERNHARDT 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 BERNHARDT begins the performance of his responsibilities.

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, BERNHARDT will be paid the sum of \$4,000.00 in five equal monthly installments. Such payments will be made after the following dates:
  - \$800.00 - April 5, 2017
  - \$800.00 - May 3, 2017
  - \$800.00 - June 7, 2017
  - \$800.00 - July 5, 2017
  - \$800.00 - August 2, 2017

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SCOTTSBLUFF, NEBRASKA,

\_\_\_\_\_  
KIRK BERNHARDT

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

ATTEST:

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