City of Scottsbluff, Nebraska

Monday, June 4, 2018

Regular Meeting

Item Reports3

Council to consider approval of the sand volleyball coordinator agreement and authorize the Mayor to execute the agreement.

Staff Contact: Rick Deeds, Park Superintendent

AGREEMENT

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

MIKESELL agrees to act as the program coordinator for the CITY's summer sand volleyball program for the period June 26, 2018 through August 1, 2018.

The parties agree that the CITY will provide a sand volleyball area ("volleyball area") and equipment. The parties further agree that this AGREEMENT shall be renewable, annually, for each successive volleyball season, until either party terminates this AGREEMENT upon thirty (30) days= written notice.

MIKESELL'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 summer sand volleyball program;

2. Prepare and disseminate rules and regulations;

3. Assist with meetings, registration, and rosters;

4. Develop a schedule for all teams in the summer sand volleyball program. Volleyball games will be played one night a week, with three (3) games a night at 6:00, 7:00 and 8:00;

5. Notify and post postponed games and other schedule changes so as to maintain continuity and harmony within the game schedules and to enable each team to have the same number of games;

6. Maintain and provide the CITY with records, standings and 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. Be at the volleyball area or have a designee at the volleyball area to address issues and concerns, act as game official, schedule changes, prepare and post information, interpret rules and regulations, and resolve disputes;

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, if any.

All fees paid to the CITY for the summer sand volleyball 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. MIKESELL will not accept any payments unless specifically directed to do so by the City's Recreation Supervisor.

The CITY is responsible for volleyball area preparations.

MIKESELL will act as an independent contractor and not as an employee of the CITY. MIKESELL'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 MIKESELL accomplishes her responsibilities. MIKESELL may employ assistants to assist in carrying out her responsibilities. Other than the volleyball area and equipment, all other things reasonably necessary for MIKESELL to carry out her responsibilities under this AGREEMENT will be provided by MIKESELL.

During the term of this AGREEMENT, MIKESELL 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 MIKESELL begins the performance of her responsibilities.

CITY's responsibilities are as follows:

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

2. For her services, MIKESELL will be paid the sum of $800.00 in two equal installments. Such payments will be made after the following dates:

$400.00 – June 26, 2018
$400.00 – August 1, 2018

[SIGNATURE PAGE WILL FOLLOW]

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this ____ day of _____, 2018.

CITY OF SCOTTSBLUFF, NEBRASKA,

_____
JO MIKESELL

By_____
Mayor

ATTEST:

_____
City Clerk