

City of Scottsbluff, Nebraska

Monday, July 29, 2019

Regular Meeting

Item Reports5

Council to consider approving an agreement with Kirk Bernhardt as the Flag Football Coordinator and authorize the Mayor to execute the agreement.

Staff Contact: Rick Deeds, Park Superintendent

AGREEMENT

This Agreement ("AGREEMENT") entered into on _____, 2019, by and between KIRK BERNHARDT, hereinafter referred to as "BERNHARDT" and the CITY OF SCOTTSBLUFF, NEBRASKA, hereinafter referred to as "CITY."

1. BERNHARDT agrees to furnish and provide the CITY the following:
 - a. All referees for the CITY's 5 on 5 flag football league ("league") for the 2019 flag football season;
 - b. To act as the league coordinator for the CITY's flag football league for the period September 1, 2019 through November 30, 2019, which will include two (2) divisions of teams with approximately 9 games and a single elimination playoff.
 - c. Plaques for the first and second place team in each division.
2. The City agrees to provide fields for the CITY's league ("fields").
3. BERNHARDT'S responsibility for furnishing referees are as follows:
 - a. To furnish a minimum of two (2) referees per field, per game for each division. All referees shall be 18 years of age or older.
 - b. To insure that the referee assignments are covered.
 - c. If the need arises, to insure replacement referees are assigned.
 - d. To insure that all referees assigned are versed on the CITY's league rules and regulations as well as football rules and regulations.
 - e. To insure assigned referees 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.
 - f. To submit to the CITY a hard copy of the referee Schedule for both divisions of league play prior to the league games being played.
 - g. Allow the CITY the right to air concerns to BERNHARDT regarding referee quality, attendance, behavior and establish remedies, acceptable to both parties regarding these concerns.
 - h. Pay, by use of voucher, appropriate referee fees. Each referee will be paid \$15.00 per game. Advise all referees to turn in all vouchers to City Hall for payment.

4. BERNHARDT'S responsibilities to the CITY as coordinator for the CITY's league are as follows:
- a. Coordinate with the CITY's Park Supervisor in the advertising and promotion of the CITY's league;
 - b. Prepare, disseminate and enforce league rules and regulations;
 - c. Assist with league meetings, league registration and league rosters, which rosters are limited to 15 players per team; advise of the \$300 cost per team and where to make payment, all player must be at least 18 years of age by September 1, 2019;
 - d. Develop a league schedule with approximately 9 games for each team in a division and a single elimination playoff at the end of the season;
 - e. Notify teams of changes in the schedule due to weather and other schedule changes so as to maintain continuity and harmony within the league schedules and to enable each team to have the same number of games;
 - f. Maintain and provide the CITY with league records, league standings and league expenditures, including but not limited to equipment needs and league expenses;
 - g. Communicate with the CITY's Park Supervisor, or their designee, regarding past, current or future recommended league changes;
 - h. To prepare the fields and place stripping and markings on the fields and be at the fields or have a designee at the fields to address league issues and concerns, schedule changes, prepare and post playoff information, interpret league rules and regulations, resolve disputes and protests, enforce CITY rules and regulations, and insure participants are aware of CITY ordinances and statutory laws;
 - i. Establish, develop and maintain uniformity and parity in the level of play, regarding the two divisions of play;
 - j. Insure all equipment is properly secured and all electrical equipment turned off after the conclusion of the final game;
 - k. Notify the CITY's Park Supervisor of any league or equipment needs;
 - l. Address other league needs or issues that the CITY may deem necessary,

including maintenance and upkeep.

5. All fees collected by BERNHARDT on behalf of the CITY which are payable to the CITY for the league 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. BERNHARDT will not accept any payments unless specifically directed to do so by the City's Park Supervisor.

6. The CITY is responsible for providing all the paint for BERNHARDT to strip and mark the fields and for setting up cones on the fields. The CITY will notify BERNHARDT of any fields that may not be playable.

7. BERNHARDT 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.

8. 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 any of his responsibilities.

9. The CITY agrees and is responsible under this AGREEMENT as follows:

- a. The CITY reserves the right to access financial and schedule records to insure refereed games match actual games and payment information.
- b. For BERNHARDT'S services, the CITY agrees to pay the sum of \$1,000.00 in two (2) equal installments. Such payments will be made after the following dates:

\$500.00 - September 1, 2019

\$500.00 after the last playoff game.

10. This AGREEMENT may only be amended by a signed document from both parties.

11. This AGREEMENT will be interpreted according to the laws of the state of Nebraska.

12. This AGREEMENT may be terminated by the CITY in the event BERNHARDT fails to cure any default of this AGREEMENT within five (5) days after written notice by the City has been sent to BERNHARDT at the following address: 200123 Ridge Drive, Gering, NE 69341.

CITY OF SCOTTSBLUFF, NEBRASKA,

Kirk Bernhardt

By _____
Mayor

ATTEST:

City Clerk