

City of Scottsbluff, Nebraska

Monday, April 17, 2023

Regular Meeting

Item Reports1

Council to discuss and consider action on the amended Agreement with Twin Cities Baseball, Inc. and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin Spencer, City Manager

AMENDED AGREEMENT

THIS AMENDED AGREEMENT (“Agreement”) dated _____, 2023 by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, (“City”) and Twin Cities Baseball, Inc., a Nebraska non-profit corporation, (“Twin Cities”).

RECITALS:

- a. The City owns a park named Cleveland Field located at 1615 West 20th Street, Scottsbluff, NE which is used by organizations in the City as a baseball field.
- b. Twin Cities operates the legion baseball program in the City and has requested the City allow it to make improvements to the infield of Cleveland Field by paying for the installation of a synthetic turf system (“turf”),
- c. In the fall of 2022 the City and Twin Cities entered into an Agreement (“original agreement”) to complete improvements and allow the installation of turf, however the weather did not allow the improvements or installation of turf to begin.
- d. The parties have determined to amend the original agreement as it would be mutually beneficial and in each of the parties best interests to allow Twin Cities to install turf on the infield of Cleveland Field and to extend the Term of the original agreement as set forth in paragraph 3.

AGREEMENT:

1. **Obligations of Twin Cities:**
 - a. Twin Cities agrees to bid, contract for, supervise and pay for the installation of turf at Cleveland Field according to plans approved by the City.
 - b. Twin Cities agrees to notify the City when installation begins and to provide information when access is necessary to enter and exit Cleveland Field to install the turf.
 - c. Twin Cities agrees to require its contractor to provide a performance bond and payment bond pursuant to Neb. Rev. Stat. §52-118. Twin Cities agrees the installation of turf is completed in a timely and workmanlike manner. Twin Cities also agrees to keep the City and its staff informed of the installation process as well as notify the City of any issues that arise during installation.
 - d. Twin Cities agrees to coordinate the installation with all other users of Cleveland Field and the installation will be completed prior to the Term set

forth in paragraph 3. of this Agreement.

- e. When installation is complete, Twin Cities agrees to notify the City and agrees to clean and maintain the remainder of Cleveland Field in accordance with instruction from the City for seeding and leveling and leave Cleveland Field in good condition and order for use as a park and playing field.

2. **Obligations of City:**

- a. City agrees to provide Twin Cities and its contractor access to Cleveland Field to install the turf during normal working hours for the City.
- b. City agrees to work with and assist Twin Cities with any permits required for the installation of turf.
- c. City agrees, upon request by Twin Cities, to provide information known by the City regarding Cleveland Filed to assist in the installation of turf.

3. **Term:** The parties agree all obligations and conditions in this Agreement will be met by December 31, 2023. If the obligations or conditions have not been met by that date either party may, in its sole discretion, send written notice to the other party of their intent to terminate this Agreement. Upon written notification this Agreement will become null and void. The address to send written notification to each party is as follows:

City of Scottsbluff
c/o City Manager
2525 Circle Drive
Scottsbluff, NE 69361

Twin Cities Baseball, Inc.
c/o Steve Dunkel
1620 West 20th
P.O. Box 262
Scottsbluff, NE 69361-0262

4. **Indemnification and Insurance:** Twin Cities agrees to indemnify, protect and hold the City harmless from and against any and all liability, claims, losses, costs of investigation and defense, damaged property or bodily injury or death to any person, which may arise out of or be caused by the installation of turf at Cleveland Field. Twin Cities agrees to provide proof of payment and performance bonds, as well as proof of liability insurance, sufficient in an amount solely within the discretion of the City, prior to beginning any installation of turf.

5. **Independent Contractor:** Twin Cities will act as an independent contractor and not as an employee of the City. The City shall have no right to control the manner in which Twin Cities accomplishes the obligations of installing the turf. Twin Cities will provide all equipment, tools and machinery necessary to accomplish installing the turf and agrees to carry out the obligations in a reasonable and timely fashion.

6. **General Provisions:**

- a. This Agreement and all rights hereunder may not be assigned by either party at any time.
- b. This Agreement may only be amended by a signed document from both parties.
- c. This Agreement will be interpreted according to the laws of the State of Nebraska.


CITY OF SCOTTSBLUFF, NEBRASKA,

By _____
Jeanne McKerrigan, Mayor

ATTEST:

City Clerk

Twin Cities Baseball, Inc.,
A Nebraska non-profit corporation,

BY 
Steve Dunkel, President