

City of Scottsbluff, Nebraska

Tuesday, January 20, 2015

Regular Meeting

Item Reports8

Council to consider the contract for Softball Coordinator and authorize the Mayor to execute the agreement.

Minutes: The Parks and Recreation Department is requesting permission to contract with Andrew Heyward for Softball Coordinator.

Staff Contact: Perry Mader, Park and Rec Director

AGREEMENT

This Agreement is made this ___ day of _____, 2015, between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereafter called "City," and Andy Hayward, hereafter called "Hayward".

1. Hayward agrees to act as the program coordinator for the City's adult softball program for the period April 1, 2015 through August 30, 2015.

2. Hayward will perform specific duties as follows:
 - a. Coordinate with the City's Recreation Supervisor in the advertising and promotion of the City's adult softball program;
 - b. Prepare and disseminate league rules and regulations;
 - c. Assist with league meetings, league registration, and league rosters;
 - d. 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;
 - e. 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;
 - f. Maintain and provide the City with league records, league standings and league expenditures, including but not limited to equipment needs and program expenses;
 - g. Communicate with the City's Recreation Supervisor, or their designee, regarding past, current or future recommended program changes;
 - h. To be on premises or have a designee on premise 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;
 - i. Establish, develop and maintain uniformity and parity in the level of play, regarding the various provisions of play;
 - j. Insure that all equipment is properly secured and all electrical equipment turned off after the conclusion of the final games;
 - k. Notify the City's Recreation Supervisor of any program or equipment needs;
 - l. Address other program needs or issues that the City may deem necessary, including maintenance, upkeep and concessions.

3. All fees paid to the City for the softball program will be collected at Scottsbluff City Hall, 2525 Circle Drive, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Hayward will not accept any payments unless specifically directed to do so by the City's Recreation Supervisor.

4. The City is responsible for all field preparations. The City will notify Hayward of any fields that may not be playable.

5. Hayward will act as an independent contractor and not as an employee of the City. Hayward'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 Hayward accomplishes his duties. Hayward may employ assistants to assist in carrying out his obligations. Other than the playing fields themselves, all equipment, tools and other things reasonably necessary for Hayward to carry out his obligations under this Agreement will be provided by Hayward.

6. During the term of this Agreement, Hayward 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 Hayward begins the performance of his duties.

7. For his services, Hayward 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 7, 2015
- \$800.00 - May 5, 2015
- \$800.00 - June 2, 2015
- \$800.00 - July 7, 2015
- \$800.00 - August 4, 2015

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein written.

DATED: _____, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Attest:

City Clerk Seal

Andy Hayward