

City of Scottsbluff, Nebraska

Tuesday, January 20, 2015

Regular Meeting

Item Reports9

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

Minutes: The Parks and Recreation Department would like to contract with Josh Hodges for the position of Umpire Coordinator for the City softball leagues.

Staff Contact: Perry Mader, Park and Rec Director

AGREEMENT

This Agreement entered into by and between JOSH HODGES, hereinafter referred to as "HODGES" and the CITY OF SCOTTSBLUFF PARKS AND RECREATION DEPARTMENT, hereinafter referred to as "CITY."

HODGES 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 2015 Adult Men's, Women's, and Co-ed softball season.

The parties agree that the CITY will continue to be responsible for the CITY's Adult Men's, Women's, and Co-ed softball league programs, league schedules and league rules and regulations. 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.

HODGES' responsibilities are as follows:

1. To furnish a minimum of one (1) umpire per field, per game for each division.
2. To maintain public liability insurance in an amount not less than \$1,000,000.00. The CITY shall be shown as an additional insured. A certificate on a form acceptable to the CITY shall be furnished before HODGES begins performance of his duties.
3. To insure that the umpire assignments are covered.
4. If the need arises, insure replacement umpires are assigned.
5. 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.
6. 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.
7. 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.
8. Allow the CITY the right to air concerns, to HODGES regarding umpiring quality, attendance, behavior and establish remedies, acceptable to both parties regarding these concerns.

9. 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

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, HODGES will be paid the sum of \$800.00 in four equal monthly installments. Such payments will be made after the following dates:

\$200.00 - May 5, 2015
\$200.00 - June 2, 2015
\$200.00 - July 7, 2015
\$200.00 - August 4, 2015

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this ____ day
of _____, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA,

Josh Hodges

By _____
Mayor

ATTEST:

City Clerk