

RESOLUTION R-16-14

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH THE K.C. USA UMPIRES, INC. TO PROVIDE UMPIRE SERVICES FOR THE CITY OF GLADSTONE FOR ONE YEAR AND THREE OPTIONAL TERMS OF ONE YEAR EACH AT THE COST OF \$25.00 PER LEAGUE GAME AND \$25.00 PER TOURNAMENT GAME.

WHEREAS, one proposal was received for umpire services. The proposal from K.C. USA Umpires Incorporated, in the amount of \$25.00 per League Game and \$25.00 per Tournament Game, has been determined to meet contract specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to execute a contract with K. C. USA Umpires Incorporated for services as outlined in the contract for the amount of \$25.00 per League Game and \$25.00 per Tournament Game.

FURTHER, THAT funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14th DAY OF MARCH, 2016.




Mayor Bill Garnos

ATTEST:



Ruth Bocchino, City Clerk

Memo

To: Kirk Davis, City Manager
From: Justin Merkey, Director of Parks & Recreation 
Date: 3/4/2016
Re: Professional Umpire Services

On January 28, 2016 the City advertised for bids for umpire services. At the scheduled public bid opening on February 11, 2016 at 10:00 AM no bids were received and no bidders of interested parties were in attendance. As a result staff entered into negotiations with K.C. USA Umpires, Inc. to obtain a price quotation for this work. K.C. USA Umpires, Inc. is a local firm that is recommended by the firm that provided umpire services for the City of Gladstone for more than 15 years.

As a result of these negotiations, an agreement was reached with K.C. USA Umpires, Inc. to provide umpire services for \$25.00 per league game and \$25.00 per tournament game.

It is my recommendation to accept the bid from the K. C. USA Umpires, Inc. as it meets City specifications. The funds for umpire services are budgeted in the General Fund through Parks and Recreation.

Attached please find contracts for your signature.

Please contact me at your convenience, if you have any questions or comments.

R-16-14

Exhibit "A"

SOFTBALL UMPIRE AGREEMENT

This agreement entered into this 10TH day of FEBRUARY, 2016, by and between the City of Gladstone, State of Missouri, a municipal corporation, hereinafter called "City" and K.L. USA UMPIRES INC., hereinafter called "Contractor", whose principal place of business is located at 15905 W. 153RD ST. OLATH KS 66062

Whereas, the City desires to engage the services of the Contractor to provide registered umpires for officiating at approximately 2,000 Amateur Softball Association Softball games organized by the Recreation Division of the Parks & Recreation Department of the City of Gladstone; and slow-pitch tournaments played at Happy Rock Park.

Whereas, the parties desire to make provisions for the duties, compensations, conditions, rights and responsibilities of the parties; and

Whereas, the Contractor desires to provide registered umpires to the City of Gladstone Parks & Recreation Department for Recreation Division activities, said umpires to be independent contractors and not employees of the City;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DARREN ELZOTT shall be the designated representative for the Contractor and has the sole responsibility for the execution and administration of this agreement on behalf of the Contractor. In the event DARREN ELZOTT ceases his/her relationship with Contractor during the term of this agreement, Contractor shall designate, in writing, an individual to be the representative of the Contractor for the remaining term of this agreement. The Recreation Supervisor, or his/her authorized representative shall administrate this agreement for the City.
2. The Contractor shall provide one (1) Amateur Softball Association Certified Umpire (hereinafter A.S.A.) registered umpires for each men's, women's and coed softball league games, scheduled by the Parks & Recreation Department of Gladstone for the 2016 Spring, Summer, and Fall Sessions. In addition, the contractor shall provide an umpire in charge at each session to coordinate the umpires and performance of the services under this contract.
3. The Contractor shall provide no fewer than (1) Certified umpire per game for all softball tournament games scheduled by the City of Gladstone or by organizations contracting with the City of Gladstone for softball tournaments at Happy Rock Park.
4. The Contractor is responsible for the actions of all umpires provided by the Contractor. Contractor will provide the City with a list of all certified officials currently with the association.

5. The Contractor shall enforce the following requirements for all A.S.A. registered umpires provided by the Contractor. Each umpire shall:
 - A. Be in proper, clean uniform.
 - B. Be well groomed.
 - C. Attend the mechanics clinics and rules meetings given by the A.S.A.
 - D. Maintain a knowledgeable understanding of the A.S.A. and Gladstone Softball Rules.
 - E. Practice, use, and apply proper mechanics and positioning on the field pursuant to A.S.A. rules.
 - F. Not drink alcoholic beverages in the ballpark area before, during, or after their games. The odor of alcohol on or about an umpire's person will be considered evidence of alcohol consumption and shall be cause for dismissal.
 - G. Not use tobacco products in the park, parking lot or softball complex pursuant to City of Gladstone Ordinance No. 3.512.
 - H. Be checked in with the complex supervisor/umpire-in-chief no later than ten (10) minutes before their first scheduled game.
 - I. Collect the three bases and place the bases on the shelves in the storage area at the end of the last game of a particular day.
 - J. During tournaments, correctly fill out the scorecards by recording the teams names and accurate score and turn them in to complex supervisor.
 - K. When necessary, the following information shall be submitted in writing to the field supervisor before the umpire leaves the complex at the end of their session.
 1. Names of any players ejected during the course of the game.
 2. Protest information.
 3. Detail of any unusual situations, including all ejections.
6. The Contractor shall e-mail or set up a website of the umpire work schedule to Gladstone City Hall and the Happy Rock Softball complex each Friday, preceding the upcoming work week.

7. The City will provide to the Contractor a payment calendar prior to the start of each season. It will then be the duty of the Contractor to submit accurate game sheets to the City on the dates outlined on the payment calendar. No exceptions will be made to the payment calendar provided by the City.
8. The payment schedule shall be as follows:
 - A. The fee for all league games will be \$ 25 per game (1 umpire) and \$) 25 per game (1 umpire) for all youth games. A two (2) game payment will be made if only one (1) scheduled game is done by an umpire.
 - B. No extra compensation will be paid if more than one (1) umpire is working a league game.
 - C. The fee for all tournament games will be \$ 25 per umpire, per game (1 umpire).
 - D. Forfeits
 1. Three or More Game Sessions:
 - a. If the Contractor is notified of a forfeited first game of a three or more game session within at least 24 hours of the starting time of the first game of said session, NO PAYMENT will be made.
 - b. The Contractor's umpires shall be entitled to payment for all forfeits of scheduled games other than the first game of a session, unless the Contractor was not notified of the first game forfeit, according to subparagraph 8.D 1 a. herein.
 2. Notification - The Contractor shall be responsible for notifying the appropriate umpires of the first game forfeit after receiving timely notification from the City.
9. Independent Contractor - It is hereby mutually agreed that the contractor and each umpire employed by the Contractor in the performance of all services called for by this agreement, shall act as an independent contractor, and not as an agent, officer, or employee of the City of Gladstone. The contractor's designated representative shall notify all umpires that they are independent contractors.
10. Assignment - It is further agreed that the services called for under this agreement are personal services, and that the Contractor shall not without the written consent of the City assign this agreement. If this agreement is assigned by the Contractor without the written consent of the City, this agreement shall be immediately and automatically void.

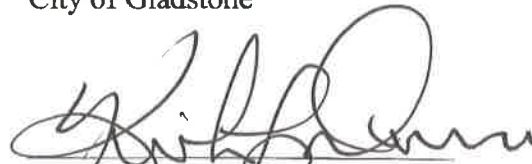
11. Insurance - Contractor shall secure, pay for, and maintain during the life of the contract, insurance of such types and amounts as necessary to protect itself, its employees, and the City against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the City. The Contractor shall provide the City with a certificate of insurance written by an insurance company authorized to do business in the State of Missouri.
 - A. Employees Liability and Workmen's Compensation.
Workmen's compensation and insurance as required by Missouri statute to protect against any and all claims resulting from injuries to and death of employees engaged in work under this contract and Employee's Liability with a limit of \$500,000 per person for any employees of Contractor not protected under the Workmen's compensation statutes.
 - B. General Liability.
General Liability Insurance coverage providing limits for bodily injury and property damage of not less than \$2,000,000 per person or per occurrence and \$2,000,000 aggregate.
12. Liability - The Contractor agrees to indemnify and hold harmless the City, its officers, agents, and employees against all claims, demands, suits, damages, costs, expenses, legal fees, court costs, attorney fees, loss or liability in any manner arising out of or relating to the services performed by the contractor or any of its employees under this agreement.
13. Term - The term of this Agreement is the duration of the Gladstone Parks & Recreation Department 2016 Spring, Summer and Fall Softball Session and the expiration date shall be December 31, 2017. This Agreement may be extended for up to two additional one year terms by mutual agreement of the parties. Any such extension of this Agreement shall be made in writing at least 30 days prior to the expiration of the existing term.
14. Termination - This Agreement may be terminated anytime by the Contractor or the City with forty five (45) days notice in writing to the other party. In addition, this agreement may be terminated immediately by the City in the event the Contractor has not complied with the terms of this Agreement, and in the event the City shall give written notice of the termination to the Contractor which shall be effective immediately.
15. Binding Effect - This agreement shall be binding on the City and Contractor and the successor and assigns of each respectively.
16. Severability - If any clause or provision herein shall be deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

17. Waiver of Breach - The waiver by the City of a breach of any provision of this contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.
18. Discrimination Prohibited - In performing the services required hereunder the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin, or ancestry, age, or physical handicap.

In Witness Whereof, the undersigned have executed this Contract in quadruplicate (4 parts).

3/23/16
Date

City of Gladstone


Kirk Davis, City Manager
City of Gladstone

ATTEST:

Ruth E. Bocchino
Ruth E. Bocchino
City Clerk, City of Gladstone, MO

2-10-16
Date

Don M. Eel

