

**CITY OF BRIDGEPORT
ACTIVITIES DIRECTOR AGREEMENT**

This Agreement is made by and between City of Bridgeport, a Nebraska Municipality, hereinafter referred to as CITY, and JEFF NICHOLS referred to herein individually as DIRECTOR.

WHEREAS CITY is CITY, via the Prairie Winds Community Center provides activity and recreational opportunities for both youth and adults throughout Bridgeport and the surrounding area;

WHEREAS DIRECTOR is has experience and training with regard to youth and adult activities, and

WHEREAS CITY desires to enter into an agreement with DIRECTOR to run and administer youth and adult athletic and recreational activities in exchange for compensation,

NOW THEREFORE the parties to this Agreement make and enter into this agreement for Activity Director services as follows:

1. DURATION OF AGREEMENT

The effective date of this Agreement shall be December 1, 2024, and be continuing on a month-to-month basis thereafter, until terminated by either party. Either party may terminate this agreement upon one (1) terms' notice to the other party. Notice shall be in writing and delivered by the party seeking termination of the agreement to the other party. The parties agree that email shall be deemed an acceptable method of notification in satisfaction of this provision.

2. STATEMENT OF WORK

DIRECTOR understands, acknowledges, and agrees that the general scope of the work to be performed under this Agreement is that of a youth and adult activities director for the City of Bridgeport. DIRECTOR is expected to perform work that is within the scope and industry standards for activities administration in the State of Nebraska. DIRECTOR shall consult with the City Administrator, City Clerk, other CITY personnel, and/or any other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the necessary work and satisfactory completion thereof.

3. COMPENSATION

In consideration for the promises and performance of DIRECTOR as set forth herein, CITY agrees to pay to DIRECTOR the amount of \$1705.00 per month for the monthly periods beginning following execution of this Agreement, and continuing as needed thereafter. The amounts of compensation set forth under this Paragraph shall be subject to approval of the City Council.

DIRECTOR understands and agrees that payment may take up to thirty (30) days to be processed and consents to said waiting period regarding payment.

4. INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed that under this Agreement, DIRECTOR is an independent contractor and not an employee of CITY. DIRECTOR understands and agrees that DIRECTOR shall be responsible for his/her/its own tax obligation(s), including federal/state taxes arising from this agreement. DIRECTOR will pay the compensation outlined herein, and will not withhold any amount, nor make any deduction to pay for any of DIRECTOR'S tax responsibilities. DIRECTOR understands that he/she/it is responsible for ALL taxes, such as social security, state, and federal taxes. DIRECTOR understands that he/she/it will receive a 1099 Tax Form at the end of the calendar year and he/she/it will be responsible for paying taxes on that amount.

DIRECTOR declares that he/she/it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business. Further, DIRECTOR understands, agrees, and acknowledges that he/she/it is not covered by Nebraska Workers Compensation for any work performed pursuant of this Agreement.

DIRECTOR further understands that CITY shall not provide any employee related benefits to DIRECTOR, including but not limited to retirement, health insurance, life insurance, workman's compensation coverage, and/or any other similar benefits. It is also expressly understood that CITY does not provide any liability or malpractice insurance for the negligent or willful acts of DIRECTOR, or insurance for protection of the property of DIRECTOR, and that DIRECTOR has a duty to, and shall as a condition of this Agreement, provide his/her/its own insurance.

5. WORKMANSHIP

DIRECTOR shall furnish services performed in accordance with the standards necessary for the satisfactory performance of work described herein. DIRECTOR holds himself/herself/themselves out to be professional and knowledgeable in the trade or industry for which this Agreement requires, and presents himself/herself/themselves to CITY to be as such. This presentation serves as DIRECTOR'S promise of his/her/their capability to accomplish the tasks, work, and/or services called for herein.

6. CARE IN PERFORMANCE

DIRECTOR understands and acknowledges that DIRECTOR'S primary responsibility under this Agreement is that of Activities Director for CITY. DIRECTOR expressly holds out as being qualified, knowledgeable, and in possession of the requisite skills and licenses to adequately perform the job of Activities Director for the City of Bridgeport.

7. COMPLIANCE WITH LAW

DIRECTOR understands, acknowledges, and agrees that there may be applicable federal, state, and/or local laws that govern work to be performed and the conduct of DIRECTOR required pursuant to this Agreement. DIRECTOR agrees to comply with all applicable federal, state, and/or local laws in the conduct of the work hereunder. DIRECTOR accepts full responsibility for payment of all taxes, including

without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by DIRECTOR in the performance of work authorized by this Agreement. CITY shall not be liable for any taxes for which CITY is not responsible under this Agreement.

8. LIMITATION OF CITY'S LIABILITY

DIRECTOR specifically agrees to, and by the presents does indemnify and hold CITY and all of its agents, subsidiaries, representatives, and/or board members harmless for any claim, cause of action or damage sustained by DIRECTOR arising out of DIRECTOR'S presence on CITY premises by DIRECTOR.

9. ENTIRE AGREEMENT-BINDING EFFECT

This Agreement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This Agreement shall bind the parties, their heirs, assigns, except as provided herein, personal representatives and successors in interest.

10. SIGNATURES

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Dated this 8th day of January, 2025.

CITY OF BRIDGEPORT, NEBRASKA

By: _____

Gail Beyer, Mayor

City of Bridgeport

As authorized by the City Council of the City of Bridgeport on January 8, 2025.

JEFF NICHOLS, DIRECTOR